

Migh Court A. W. Promees 19/4/49 THE CODE OF CIVIL PROCEDURE.

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THE FIRST SCHEDULE.—A.—Statute repealed.

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An Act to consolidate and amend the Laws relating to the Procedure of the Courts of Civil Judicature.

Whereas it is expedient to consolidate and amend the laws relating to the procedure of the Courts of Civil Judicature; It is hereby enacted as follows:—

PRELIMINARY.

Short title.

Commencement.

October 1877.

1. This Act may be cited as "The Code of Civil Procedure:" and it shall come into force on the first day of

This section and section 3 extend to the whole of British

Local extent.

India. The other sections extend to
the whole of British India except the
Scheduled Districts as defined in Act No. XIV. of 1874.

Interpretation-clause. 2. In this Act, unless there be something repugnant in the subject or context—

"chapter." "chapter" means a chapter of this Code:

"district" means the local limits of the jurisdiction of a principal civil Court of original jurisdiction (hereinafter called a 'District Court'), and includes the local limits of the ordinary original civil jurisdiction of a High Court: every Court of a grade inferior to that of a District Court and every Court of Small Causes shall, for the purposes of this Code, be deemed to be subordinate to the High Court and the District Court:

"pleader" means every person entitled to appear and
plead for another in Court, and includes an advocate, a vakil, and an attorney of a High Court:

"Government Pleader" includes also any officer appointed by the local Government to perform all or any of the functions expressly imposed by this Code on the Government Pleader:

"Collector." means every officer performing the duties of a Collector of land-revenue:

"judgment" means the statement given by the Judge
as the grounds of the order or decree
by which a suit or other judicial proceeding is determined:

"decree" means the formal order of the Court in which
the result of the decision of the suit
or other judicial proceeding is embodied. An order on appeal, remanding a suit for re-trial,
is not within this definition:

"Judge" means the presiding officer of a Court:

"judgment-debtor." means any person against whom a decree or order has been made:

"decree-holder" means any person in whose favour a
decree or any order capable of execution has been made, and includes
any person to whom such decree or order is transferred:

"written." includes printed and lithographed, and "writing" includes print and lithography:

"signed." "signed" includes "marked" when the person making the mark is unable to write his name;

"foreign Court" means a Court situate beyond the limits
of British India and not having authority in British India nor established
by the Governor General in Council:

"foreign judgment." if foreign judgment means the judgment of a foreign Court:

"public officer." means a person falling under any of the following descriptions (namely):—

every Judge;

every covenanted servant of Her Majesty;

every commissioned officer in the military or naval forces of Her Majesty while serving under Government;

every officer of a Court of Justice whose duty it is, as such officer, to investigate or report on any matter of law or fact, or to make, authenticate, or keep any document, or to take charge or dispose of any property, or to execute any judicial process, or to administer any oath, or to interpret, or to preserve order in the Court, and every person specially authorized by a Court of Justice to perform any of such duties;

every person who holds any office by virtue of which he is empowered to place or keep any person in confinement;

every officer of Government whose duty it is, as such officer, to prevent offences, to give information of offences, to bring offenders to justice, or to protect the public health, safety or convenience;

every officer whose duty it is, as such officer, to take, receive, keep or expend any property on behalf of Government, or to make any survey, assessment, or contract on behalf of Government, or to execute any revenue process, or to investigate, or to report on any matter affecting the pecuniary interests of Government, or to make, authenticate, or

keep any document relating to the pecuniary interests of Government, or to prevent the infraction of any law for the protection of the pecuniary interests of Government, and every officer in the service or pay of Government, or remunerated by fees or commission for the performance of any public duty.

And in any part of British India in which this Code operates, "Government" includes the Government of India as well as the local Government.

3. The enactments specified in the first schedule hereto annexed are hereby repealed to the extent mentioned in the third column of the same schedule.

But when in any Act, Regulation, or Notification passed
References in previous or issued prior to the day on which
Acts. this Code comes into force, reference
is made to Act VIII. of 1859, Act XXIII. of 1861, or the
'Code of Civil Procedure,' or to any other Act hereby
repealed, such reference shall, so far as may be practicable,
be read as applying to this Code or the corresponding part
thereof;

Saving of procedure in suits instituted before 1st October, 1877.

Nothing herein contained shall affect the procedure prior to decree in any suit instituted or appeal presented before this Code comes into force.

4. Save as provided in the second paragraph of section
Saving of certain Acts affecting Oudh, Panjáb,
Central Provinces, and
Burma.

3, nothing herein contained shall be deemed to affect the following enactments (namely):—

The Central Provinces Courts Act, 1865: The Panjáb Courts Act, 1865: Act No. XXVII. of 1867: The Oudh Civil Courts Act, 1871: The Panjáb Appeals Act, 1873:

The Burma Courts Act, 1875:

or any local law prescribing a special procedure for suits between landlord and tenant,

or any local law providing for the partition of immoveable property.

And where under any of the said Acts concurrent civil jurisdiction is given to the Commissioner and the Deputy Commissioner, the local Government may declare which of such officers shall for the purposes of this Code be deemed to be the District Court.

5. The chapters and sections of this Code specified in the

Sections extending to Mufassal Small Cause Courts.

second schedule hereto annexed extend (so far as they are applicable) to Courts of Small Causes constituted under

Act No. XI, of 1865. The other chapters and sections of this Code do not extend to such Courts. And nothing herein contained shall be deemed to enlarge the powers which such Courts now possess for the purposes of effecting attachments or executing decrees.

Saving of jurisdiction and procedure—

6. Nothing in this Code affects the jurisdiction or procedure—

(a) of Military Courts of Request;

(a) of Military Courts of Request;

(b) of a single officer duly appointed in the Presidency of Bombay to try small suits in military bázárs at cantonments and staBombay; to try small suits in military bázárs at cantonments and stations occupied by the troops of that

Presidency; or

- (c) of Village Munsifs and Village Pancháyats in Madras.
- nsifs (c) of Village Munsifs or Village ayats Panchayats under the provisions of the Madras Code.
- (d) of Recorder of Rangoon sitting as an Insolvent Court.
- (d) of the Recorder of Rangoon sitting as an Insolvent Court in Rangoon, Maulmain, Akyab, or Bassein,

or shall operate to give any Court jurisdiction over suits of which the amount or value of the subject-matter exceeds the pecuniary limits (if any) of its ordinary jurisdiction.

7. With respect to—

Saving of certain Bombay laws.

(a) the jurisdiction exercised by certain jágírdárs and other authorities invested with powers under the provisions of Bombay Regulation XIII. of 1830 and Act XV. of 1840 in the cases therein mentioned; and

(b) cases of the nature defined in the enactments specified in the third schedule hereto annexed,

the procedure in such cases and in the appeals to the Civil Courts allowed therein, shall be according to the rules laid down in this Code, except where those rules are inconsistent with any specific provisions contained in the enactments mentioned or referred to in this section.

8. Save as provided in sections 3, 25, 86, 223, 225,
Presidency Small Cause 386, and Chapter XXXIX, this Code
Courts. shall not extend to any suit or proceeding in any Court of Small Causes established in the towns
of Calcutta, Madras, and Bombay.

But the local Government may, by notification published in the official Gazette, extend to any such Court this Code or any part thereof, except so far as relates to appeals and reviews of judgment.

Division of Code.

9. This Code is divided into ten Parts, as follows:—

The first Part:
The second Part:
The third Part:
The fourth Part:
The fifth Part:
The sixth Part:

Suits in General.
Incidental Proceedings.
Suits in Particular Cases.
Provisional Remedies.
Special Proceedings.
Appeals.

The seventh Part :

Reference to and revision by the High Court.

The eighth Part:

Review of Judgment.

The ninth Part:

Special Rules relating to the Chartered High Courts.

The tenth Part:

Certain Miscellaneous Matters.

PART I

OF SUITS IN GENERAL.

CHAPTER I.

OF THE JURISDICTION OF THE COURTS AND RES JUDICATA.

No person exempt from jurisdiction by reason of descent or place of birth.

No person shall, by reason of his descent or place of birth, be in any civil proceeding exempted from

the jurisdiction of any of the Courts.

Courts to try all civil suits unless specially barred.

The Courts shall (subject to the provisions herein contained) have jurisdiction to try all suits of a civil nature excepting suits of which their cognizance is barred

by any enactment for the time being in force.

Explanation .- A suit in which the right to property or to an office is contested is a suit of a civil nature, notwithstanding that such right may depend entirely on the decision of questions as to religious rites or ceremonies.

12. Except where a suit has been stayed under section 20, the Court shall not try any suit in Pending suits. which the matter in issue is also directly and substantially in issue in a previously instituted suit for the same relief between the same parties, or between parties under whom they or any of them claim, pending in the same or any other Court, whether superior or inferior, in British India having jurisdiction to grant such relief, or in any Court beyond the limits of British India established by the Governor-General in Council and having like jurisdiction, or before Her Majesty in Council.

Explanation.—The pendency of a suit in a foreign Court does not preclude the Courts in British India from trying a suit founded on the same cause of action.

13. No Court shall try any suit or issue in which the matter directly and substantially in issue has been heard and finally decided by a Court of competent jurisdiction, in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title.

Explanation I.—The matter above referred to must in the former suit have been alleged by one party, and either denied or confessed, expressly or impliedly, by the other.

Explanation II.—Any matter which might and ought to have been made ground of defence or attack in such former suit shall be deemed to have been a matter directly and substantially in issue in such suit.

Explanation III.—Any relief claimed in the plaint which is not expressly granted by the decree, shall, for the purpose of this section, be deemed to have been refused.

Explanation IV.—A decision is final within the meaning of this section when it is such as the Court making it could not alter (except on review) on the application of either party or reconsider of its own motion. A decision liable to appeal may be final within the meaning of this section until the appeal is made.

Explanation V.—Where persons litigate bond fide in respect of a private right claimed in common for themselves and others, all persons interested in such right shall, for the purpose of this section, be deemed to claim under the persons so litigating.

Explanation VI.—Where a foreign judgment is relied on, the production of the judgment duly authenticated is presumptive evidence that the Court which made it had competent jurisdiction, unless the contrary appear on the record; but such presumption may be removed by proving the want of jurisdiction.

When foreign judgment no bar to suit in British India.

14. No foreign judgment shall operate as a bar to a suit in British India—

- (a) if it has not been given on the merits of the case:
- (b) if it appears on the face of the proceedings to be founded on an incorrect view of international law or of any law in force in British India:
- (c) if it is in the opinion of the Court before which it is produced contrary to natural justice:
 - (d) if it has been obtained by fraud:
- (e) if it sustains a claim founded on a breach of any law in force in British India.

CHAPTER II.

OF THE PLACE OF SUING.

Court in which suit to in the Court of the lowest grade combe instituted.

15. Every suit shall be instituted
in the Court of the lowest grade com-

Suits to be instituted where subject-matter situate.

16. Subject to the pecuniary or other limitations prescribed by any law, suits

- (a) for the recovery of immoveable property,
- (b) for the partition of immoveable property,
- (c) for the foreclosure or redemption of a mortgage of immoveable property,
- (d) for the determination of any other right to or interest to or in immoveable property,

- (e) for compensation for wrong to immoveable property,
- (f) for the recovery of moveable property actually under distraint or attachment,

shall be instituted in the Court within the local limits of whose jurisdiction the property is situate:

Provided that suits to obtain relief respecting, or compensation for wrong to, immoveable property held by or on behalf of the defendant may, when the relief sought can be entirely obtained through his personal obedience, be instituted either in the Court within the local limits of whose jurisdiction the property is situate, or in the Court within the local limits of whose jurisdiction he actually and voluntarily resides, or carries on business, or personally works for gain.

Explanation.—In this section 'property' means property situate in British India.

Suits to be instituted where defendants reside or cause of action arose.

17. Subject to the limitations aforesaid, all other suits shall be instituted in a Court within the local limits of whose jurisdiction—

- (a) the cause of action arises; or
- (b) all the defendants, at the time of the commencement of the suit, actually and voluntarily reside, or carry on business, or personally work for gain; or
- (c) any of the defendants, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain: provided that either the leave of the Court is given, or the defendants who do not reside, or carry on business, or personally work for gain as aforesaid acquiesce in such institution.

Explanation I.—Where a person has a permanent dwelling at one place and also a lodging at another place for a temporary purpose only, he shall be deemed to reside at

both places in respect of any cause of action arising at the place where he has such temporary lodging.

Explanation II.—A Corporation or Company shall be deemed to carry on business at its sole or principal office in British India or, in respect of any cause of action arising at any place where it has also a subordinate office, at such place.

Illustrations.

- (a) A is a tradesman in Calcutta. B carries on business in Delhi. B, by his agent in Calcutta, buys goods of A, and requests A to deliver them to the East Indian Railway Company. A delivers the goods accordingly in Calcutta. A may sue B for the price of the goods either in Calcutta, where the cause of action has arisen, or in Delhi, where B carries on business.
- (b) A resides at Simla, B at Calcutta, and C at Delhi. A, B, and C being together at Benares, B and C make a joint promissory note payable on demand, and deliver it to A. A may sue B and C at Benares, where the cause of action arose. He may also sue them at Calcutta, where B resides, or at Delhi, where C resides; but in each of these cases, if the non-resident defendant objects, the suit cannot be maintained without the leave of the Court.
- Suits for compensation for wrong done to person or moveable property, if the wrong was done within the local limits of the jurisdiction of one Court, and the defendant resides, or carries on business, or personally works for gain within the local limits of the jurisdiction of another Court, the plaintiff may at his option sue in either of the said Courts.

Illustrations.

- (a) A, residing in Delhi, beats B in Calcutta. B may sue A either in Calcutta or in Delhi.
- (b) A residing in Delhi, publishes in Calcutta statements defamatory of B. B may sue A either in Calcutta or in Delhi.
 - (c) A, travelling on the line of a Railway Company whose principal office is at Howrah, is upset and injured at Allahabad by negligence imputable to the Company. He may sue the Company either at Howrah or at Allahabad.

19. If the suit be to obtain relief respecting, or compensa-

Suits for immoveable property situate in single districts, but within jurisdictions of different Courts. tion for wrong to, immoveable property situate within the limits of a single district, but within the jurisdiction of different Courts, the suit may

be instituted in the Court within whose jurisdiction any portion of the property is situate; provided that, in respect of the value of the subject-matter of the suit, the entire claim be cognizable by such Court.

If the immoveable property be situate within the limits of

Suits for immoveable different districts, the suit may be property situate in different districts.

competent to try it, within whose jurisdiction any portion of the property is situate.

Power to stay proceed.
Power to stay proceed.
Ings where all defendants do not reside within juris.
diction.

Court is instituted in a Court within the local limits of whose jurisdiction the defendant or all the defendants does not or do not actually and voluntarily reside, or carry on business, or personally work for gain, the defendant or any defendant may, after giving notice in writing to the other parties of his intention to apply to the Court to stay proceedings, apply to the Court accordingly;

and if the Court, after hearing such of the parties as desire to be heard, is satisfied that justice is more likely to be done by the suit being instituted in some other Court, it may stay proceedings either finally or till further order, and make such order as it thinks fit as to the costs already incurred by the parties or any of them.

In such case, if the plaintiff so requires, the Court shall return the plaint with an endorsement thereon of the order staying proceedings. Every such application shall be made at the earliest possible opportunity, and in all eases

Application when to be before the issues are settled; and made.

any defendant not so applying shall be deemed to have acquiesced in the institution of the suit.

Remission of Court fee where suit instituted in another Court.

Remission of Court fee where suit instituted in another Court.

Shall not be chargeable with any court fee; provided that the proper fee has been levied on the institution of the suit in the former Court, and that the plaint has been returned by such Court.

Procedure where Courts in which suit may be instituted in more Courts than one, and such Courts are subordinate to the same appellate Court, any defendant, after giving notice in writing to the other parties of his intention to apply to such Court to transfer the suit to another Court.

to apply to such Court to transfer the suit to another Court, may apply accordingly; and the appellate Court, after hearing the other parties, if they desire to be heard, shall determine in which of the Courts having jurisdiction the suit shall proceed.

23. Where such Courts are subordinate to different appellate Courts, but are subordinate to the same High Court, any defendant, after giving notice in writing to the other parties of his intention to apply to the High Court to transfer the suit to another Court having jurisdiction, may apply accordingly. If the suit is brought in any Court subordinate to a District Court, the application, together with the objections, if any, filed by the other parties, shall be submitted through the District Court to which such Court is subordinate. The High Court may, after considering the

objections, if any, of the other parties, determine in which of the Courts having jurisdiction the suit shall proceed.

Procedure where they are subordinate to different High Courts, any defendant may, are subordinate to different High Courts.

the other parties of his intention to apply to the High Court within whose jurisdiction the Court in which the suit is brought is situate, apply accordingly.

If the suit is brought in any Court subordinate to a District Court, the application, together with the objections, if any, filed by the other parties, shall be submitted through the District Court to which such Court is subordinate,

and such High Court shall, after considering the objections, if any, of the other parties, determine in which of the several Courts having jurisdiction the suit shall proceed.

25. The High Court or District Court may, on the application of any of the parties, after giving notice to the parties and hearing such of them as desire to be heard, or of its own motion, without giving such notice, withdraw any suit whether pending in a Court of first instance or in a Court of appeal subordinate to such High Court or District Court, as the case may be, and try the suit itself, or transfer it for trial to any other such subordinate Court competent to try the same in respect of its nature and the amount or value of its subject-matter.

For the purposes of this section the Courts of Additional and Assistant Judges shall be deemed to be subordinate to the District Court.

The Court trying any suit withdrawn under this section from a Court of Small Causes shall, for the purposes of such suit, be deemed to be a Court of Small Causes.

CHAPTER III.

OF PARTIES AND THEIR APPEARANCES, APPLICATIONS AND ACTS.

- 26. All persons may be joined as plaintiffs in whom the Persons who may be right to any relief claimed is alleged joined as plaintiffs. to exist, whether jointly, severally, or in the alternative, in respect of the same cause of action. And judgment may be given for such one or more of the plaintiffs as may be found to be entitled to relief, for such relief as he or they may be entitled to, without any amendment. But the defendant, though unsuccessful, shall be entitled to his costs occasioned by so joining any person who is not found entitled to relief, unless the Court in disposing of the costs of the suit otherwise directs.
- Court may substitute or add plaintiff for or to plaintiff, the Court may, if satisfied that the suit has been so commenced through a bonâ fide mistake, and that it is necessary for the determination of the real matter in dispute so to do, order any other person or persons to be substituted or added as plaintiff or plaintiffs upon such terms as the Court thinks just.
- Persons who may be joined as defendants against whom the right to any relief is alleged to exist, whether jointly, severally, or in the alternative, in respect of the same matter. And judgment may be given against such one or more of the defendants as may be found to be liable, according to their respective liabilities, without any amendment.
- Joinder of parties liable the same suit all or any of the persons on same contract. severally, or jointly and severally.

liable on any one contract, including parties to bills of exchange, hundís, and promissory notes.

One party may sue or interest in one suit, one or more of defend on behalf of all in such parties may, with the permission of the Court, sue or be sued, or may defend in such suit, on behalf of all parties so interested. But the Court shall in such case give, at the plaintiff's expense, notice of the institution of the suit to all such parties either by personal service or (if from the number of parties or any other cause such service is not reasonably practicable), then by public advertisement, as the Court in each case may direct.

31. No suit shall be defeated by reason of the misjoinder of parties, and the Court may in every suit deal with the matter in controversy so far as regards the rights and interests of the parties actually before it.

Nothing in this section shall be deemed to enable plaintiffs to join in respect of distinct causes of action.

Court may dismiss or add parties.

The Court may, on or before the first hearing, upon the application of either party, and on such terms as the Court thinks just, order that the name of any party, whether as plaintiff or as defendant, improperly joined, be struck out;

and the Court may at any time, either upon or without such application, and on such terms as the Court thinks just, order that any plaintiff be made a defendant, or that any defendant be made a plaintiff, and that the name of any person who ought to have been joined whether as plaintiff or defendant, or whose presence before the Court may be necessary in order to enable the Court effectually and completely to adjudicate upon and settle all the questions involved in the suit, be added.

No person shall be added as a plaintiff, or as the next
No one to be added as
plaintiff or as next friend
without his consent.

friend of a plaintiff, without his own
consent thereto.

Any person on whose behalf a suit is instituted or Parties to suits instituted or defended under section 30 may apply to the Court to be made a party to such suit.

All parties whose names are so added as defendants shall

Defendants added to be be served with a summons in manner hereinafter mentioned, and (subject to the provisions of the Indian Limitation Act, section 22) the proceedings as against them shall be deemed to have begun only on the service of such summons.

The Court may give the conduct of the suit to such Conduct of suit.

plaintiff as it deems proper.

- Where defendant added, filed, shall, unless the Court direct plaintiff to amend. otherwise, be amended in such manner as may be necessary, and an amended copy of the summons shall be served on the new defendant and the original defendants.
- Time for taking objections as to non-joinder or misjoinder of parties who have no interest in the suit, or for misjoinder as co-plaintiffs or co-defendants, shall be taken at the earliest possible opportunity, and in all cases before the first hearing; and any such objection not so taken shall be deemed to have been waived by the defendant.
- Each of several plaintiffs or defendants may authorize any other to appear, &c., for him.

 The property of them is any other of them to appear, plead, or act for such other in any proceeding under this Code: and in like manner when there are more defendants than one, any one or more of them may be

authorized by any other of them to appear, plead, or act for such other in any such proceeding.

The authority shall be in writing, signed by the party Authority to be in giving it, and shall be filed in Court. writing, signed and filed.

Recognized Agents and Pleaders.

Appearances, &c., may be in person, by recognized ed agent, or by pleader.

Court, required or authorized by law to be made or done by a party to a suit or appeal in such Court, may, except when otherwise expressly provided by any law for the time being in force, be made or done by the party in person, or by his recognized agent, or by a pleader duly appointed to act on his behalf:

Provided that any such appearance shall be made by the party in person if the Court so direct.

- 37. The recognized agents of parties by whom such appearances, applications, and acts may be made or done are—
- (a) persons holding general powers-of-attorney from

 Persons holding powersof-attorney from parties not resident within the local
 limits of the jurisdiction of the Court
 within which limits the appearance,
 application, or act is made or done, authorizing them to make
 and do such appearances, applications, and acts on behalf of
 such parties;
- (b) mukhtárs duly certificated under any law for the time being in force, and holding special powers-of-attorney authorizing them to do, on behalf of their principals, such acts as may legally be done by mukhtárs;
- (c) persons carrying on trade or business for and in the names of parties not resident within trade or business for parties out of jurisdiction.

 The local limits of the jurisdiction of the Court within which limits the

appearance, application, or act is made or done, in matters connected with such trade or business only, where no other agent is expressly authorized to make and do such appearances, applications, and acts.

Nothing in the former part of this section applies to the territories now administered respectively by the Lieutenant-Governor of the Panjáb, and the Chief Commissioners of Oudh and the Central Provinces; but in those territories the recognized agents of parties by whom such appearances, applications, and acts may be made and done shall be such persons as the local Government may from time to time, by notification in the official Gazette, declare in this behalf.

38. Processes served on the recognized agent of a party

Service of process on to a suit or appeal shall be as effectual recognized agent. as if the same had been served on the party in person, unless the Court otherwise directs.

The provisions of this Code for the service of process on a party to a suit shall apply to the service of process on his recognized agent.

39. The appointment of a pleader to make or do any appearance, application, or act as aforesaid shall be in writing, and such appointment shall be filed in Court.

When so filed, it shall be considered to be in force until revoked with the leave of the Court, by a writing signed by the client and filed in Court, or until the client or the pleader dies, or all proceedings in the suit are ended so far as regards the client.

No advocate of any High Court established by Royal Charter shall be required to present any document empowering him to act.

- Service of process on at the office or ordinary residence of pleader.

 Service of process on at the office or ordinary residence of such pleader, relative to a suit or appeal, and whether the same be for the personal appearance of the party or not, shall be presumed to be duly communicated and made known to the party whom the pleader represents; and, unless the Court otherwise directs, shall be as effectual for all purposes in relation to the suit or appeal as if the same had been given to or served on the party in person.
- 41. Besides the recognized agents described in section

 Agent to receive proeess.

 37, any person residing within the
 jurisdiction of the Court may be appointed an agent to accept service of process.

Such appointment may be special or general, and shall be

His appointment to be
in writing and to be filed signed by the principal, and such
in Court.

instrument, or, if the appointment be
general, a duly attested copy thereof, shall be filed in Court.

CHAPTER IV.

OF THE FRAME OF THE SUIT.

- 42. Every suit shall, as far as practicable, be so framed as to afford ground for a final decision upon the subjects in dispute, and so to prevent further litigation concerning them.
- 43. Every suit shall include the whole of the claim arissuit to include the whole ing out of the cause of action; but a claim. plaintiff may relinquish any portion of his claim in order to bring the suit within the jurisdiction of any Court.

If a plaintiff omit to sue for, or intentionally relinquish,

Relinquishment of part any portion of his claim, he shall not afterwards sue for the portion so omitted or relinquished.

A person entitled to more than one remedy in respect of Omission to sue for one of several remedies. the same claim may sue for all or any of his remedies; but if he omits (except with the leave of the Court obtained before the first hearing) to sue for any of such remedies, he shall not afterwards sue for the remedy so omitted.

Illustration.

A lets a house to B at a yearly rent of Rs. 1,200. The rent for the whole of the years 1874 and 1875 is due and unpaid. A sues B only for the rent due for 1875. A shall not afterwards sue B for the rent due for 1876.

- Only certain claims to be joined with suit for recovery of land.

 leave of the Court, be joined with a suit for the recovery of immoveable property, or to obtain a declaration of title to immoveable property, except—
- (a) claims in respect of mesne profits or arrears of rent in respect of the property claimed,
- (b) damages for breach of any contract under which the property or any part thereof are or is held, and
- (c) claims by a mortgagee to enforce any of his remedies under the mortgage.

Claims by or against an executor, administrator, or heir as such, shall be joined with claims by or against him personally, unless the last mentioned claims are alleged to arise with reference to the estate in respect of which the plaintiff or defendant sues or is sued as executor, administrator, or heir.

45. Subject to the rules contained in section 44, the Plaintiff may join several plaintiff may unite in the same suit causes of action. several causes of action, and any plaintiffs having causes of action against the same defendant or defendants, may unite such causes of action in the same suit.

But if it appear to the Court that any such causes of

Court may order separation.

Court may order separadisposed of together, the Court may,
at any time before the first hearing, of its own motion or on
the application of the defendant, order separate trials of any
such causes of action to be had, or make such other order as
may be necessary or expedient for the separate disposal thereof.

When causes of action are united, the jurisdiction of the Court as regards the suit shall depend on the amount or value of the aggregate subject-matters at the date of instituting the suit, whether or not an order has been made under the second paragraph of this section.

- Any defendant alleging that the plaintiff has united Defendant may apply to in the same suit several causes of action which cannot be conveniently disposed of in one suit, may at any time before the first hearing, or where issues are settled, before any evidence is recorded, apply to the Court for an order confining the suit to such of the causes of action as may be conveniently disposed of in one suit.
- Court on hearing application are causes and order amendment.

 Court on hearing application the Court that the causes of action are such as cannot all be conveniently disposed of in one suit, the Court may order any of such causes of action to be excluded, and may direct the plaint to be amended accordingly, and may make such order as to costs as may be just.

Every amendment made under this section shall be attested by the signature of the Judge.

CHAPTER V.

OF THE INSTITUTION OF SUITS.

48. Every suit shall be instituted by presenting a plaint suits to be commenced to the Court or such officer as it appoints in this behalf.

49. The plaint must be distinctly written in the language of the Court; provided that if such language is not English, the plaint may (with the permission of the Court) be written in English; but in such case, if the defendant so require, a translation of the plaint into the language of the Court shall be filed in Court.

Particulars to be contain the following particulars:—

- (a) the name of the Court in which the suit is brought;
- (b) the name, description, and place of abode of the plaintiff;
- (c) the name, description, and place of abode of the defendant, so far as they can be ascertained;
- (d) a plain and concise statement of the circumstances constituting the cause of action, and where and when it arose;
- (e) a demand of the relief which the plaintiff claims;
- (f) if the plaintiff has allowed a set-off or relinquished a portion of his claim, the amount so allowed or relinquished.

If the plaintiff seek the recovery of money, the plaint must state the precise amount, so far as the case admits.

In a suit for mesne profits, and in a suit for the amount which will be found due to the plaintiff on taking unsettled accounts between him and the defendant, the plaint need only state approximately the amount sued for.

When the plaintiff sues in a representative character, the
Where plaintiff sues as plaint should show, not only that he a representative. has an actual existing interest in the

subject-matter, but that he has taken the steps necessary to enable him to institute a suit concerning it.

Illustrations.

- (a) A sues as B's executor. The plaint must state that A has proved B's will.
- (b) A sues as C's administrator. The plaint must state that A has taken out administration to C's estate.
- (c) A sues as guardian of D, a Muhammadan minor. A is not D's guardian according to Muhammadau law and usage. The plaint must state that A has been specially appointed D's guardian.

The plaint must show that the defendant is or claims to be Defendant's interest and liability to be shown. interested in the subject-matter, and that he is liable to be called upon to answer the plaintiff's demand.

Illustration.

A dies, leaving B his executor, C his legatee, and D a debtor to A's estate. C sues D to compel him to pay his debt in satisfaction of C's legacy. The plaint must show that B has causelessly refused to sue D, or that B and D have colluded for the purpose of defrauding C, or other such circumstances rendering D liable to C.

If the cause of action arose beyond the period ordinarily

Grounds of exemption allowed by any law for instituting the suit, the plaint must show the ground upon which exemption from such law is claimed.

- Plaint to be subscribed his pleader (if any), and shall be and verified.

 Plaint to be subscribed his pleader (if any), and shall be and verified.

 Verified at the foot by the plaintiff or, with the permission of the Court, by some other person proved to the satisfaction of the Court to be acquainted with the facts of the case.
- 52. The verification must be to the effect that the same is true to the knowledge of the person making it, except as to matters stated

on information and belief, and that as to those matters he believes it to be true.

The verification shall be signed by the person making it,

Verification to be signary and when he makes it out of Court he shall sign it in the presence of a witness, who shall also sign it.

The Court shall examine such witness as to the fact of the signature, unless the person making the verification is present.

- When the plaint may at or before the first hearing, be be rejected, returned for amendment, or amended. within a time to be fixed by the Court, or amended then and there, upon such terms as to the payment of costs occasioned by the amendment as the Court thinks fit,
- (a) if it do not state correctly and without prolixity the several particulars hereinbefore required to be specified therein; or
- (b) if it contain any particulars other than those so required; or
- (c) if it be not subscribed and verified as hereinbefore required; or .
 - (d) if it do not disclose a cause of action; or
 - (e) if it is not framed in accordance with section 42; or
- (f) if it is wrongly framed by reason of non-joinder or misjoinder of parties, or because the plaintiff has joined causes of action which ought not to be joined in the same suit.

Provided that a plaint cannot be altered so as to convert a suit of one character into a suit of another and inconsistent character.

Attestation of amend- When a plaint is amended, the ment. amendment shall be attested by the signature of the Judge.

9

When the plaint shall 54. The plaint shall be rejected be rejected. in the following cases:—

- (a) if the relief sought is undervalued, and the plaintiff, on being required by the Court to correct the valuation within a time to be fixed by the Court, fails to do so:
- (b) if the relief sought is properly valued, but the plaint is written upon paper insufficiently stamped, and the plaintiff, on being required by the Court to supply the requisite stamp-paper within a time to be fixed by the Court, fails to do so:
- (c) if the suit appear from the statement in the plaint to be barred by any positive rule of law:
- (d) if the plaint having been returned for amendment within a time fixed by the Court is not amended within such time.
- 55. When a plaint is rejected, the Judge shall record with his own hand an order to that effect, with the reason for such order.
- When rejection of the plaint on any of the grounds

 When rejection of hereinbefore mentioned shall not of
 plaint does not preclude presentation of fresh plaint.

 Its own force preclude the plaintiff from presenting a fresh plaint in respect of the same cause of action.

When the plaint shall be returned to be presented to the proper Court in the following cases:—

- (a) if a suit has been instituted in a Court whose grade is lower or higher than that of the Court competent to try it, where such Court exists, or where no option as to the selection of the Court is allowed by law:
- (b) if, in a suit relating to immoveable property, but not coming under the proviso to section 16, it appear that no

part of such property is situate within the local limits of the jurisdiction of the Court to which the plaint is presented:

(c) if, in any other case, it appear that the cause of action did not arise, and that none of the defendants are dwelling or carrying on business, or personally working for gain, within such local limits.

On returning a plaint, the Judge shall, with his own Procedure on returning hand, endorse thereon the date of its presentation and return, the name of the party presenting it, and a brief statement of the reason for returning it.

Procedure on admitting thereto, a memorandum of the docuplaint. The plaint be admitted, shall present as many copies on plain paper of the plaint as there are defendants, unless the Court by reason of the length of the plaint or the number of the defendants, or for any other sufficient reason, Concise statements. Permit him to present a like number of the relief or remedy required in the suit, in which case he shall present such statements.

If the plaintiff sues, or the defendant or any of the defendants is sued, in a representative capacity, such statements shall show in what capacity the plaintiff or defendant sues or is sued.

The plaintiff may, by leave of the Court, amend such statements so as to make them correspond with the plaint.

The chief ministerial officer of the Court shall sign such memorandum and copies or statements if, on examination, hefinds them to be correct.

The Court shall also cause the particulars mentioned in section 50 to be entered in a book to be kept for the purpose and called the

register of civil suits. Such entries shall be numbered in every year according to the order in which the plaint is admitted.

59. If a plaintiff sue upon a document in his possession Production of document or power, he shall produce it in Court when the plaint is presented, and shall

Delivery of document or copy.

or power, he shall produce it in Court when the plaint is presented, and shall at the same time deliver the document or a copy thereof to be filed with the plaint.

If he rely on any other documents (whether in his possession or power or not) as evidence in support of his claim, he shall enter such documents in a list to be added or annexed to the plaint.

- Statement in case of session or power, he shall, if possible, documents not in his possession or power.

 State in whose possession or power it is.
- Suits on lost negotiable or other negotiable instrument, if it be proved that the instrument is lost, and if an indemnity be given by the plaintiff, to the satisfaction of the Court, against the claims of any other person upon such instrument, the Court may make such decree as it would have made if the plaintiff had produced the instrument in Court when the plaint was presented, and had at the same time delivered a copy of the instrument to be filed with the plaint.
- Production of shop-book.

 entry in a shop-book or other book in his possession or power, the plaintiff shall produce the book at the time of filing the plaint, together with a copy of the entry on which he relies.

The Court, or such officer as it appoints in this behalf,

Original entry to be shall forthwith mark the document for
marked and returned the purpose of identification; and after
examining and comparing the copy with the original, and

attesting the copy if found correct, shall return the book to the plaintiff and cause the copy to be filed.

Inadmissibility of document not produced when plaint filed. which is not produced or annexed to the plaint, and which is not produced or entered accordingly, shall not, without the leave of the Court, be received in evidence on his behalf at the hearing of the suit.

Nothing in this section applies to documents produced for cross-examination of the defendant's witnesses, or in answer to any case set up by the defendant, or handed to a witness merely to refresh his memory.

CHAPTER VI.

OF THE ISSUE AND SERVICE OF SUMMONS.

Issue of Summons.

- 64. When the plaint has been registered, and the copies or concise statements required by section 58 have been filed, a summons may be issued to each defendant to appear and answer the claim on a day to be therein specified, or as soon thereafter as may be practicable,
 - (a) in person, or
- (b) by a pleader duly instructed and able to answer all material questions relating to the suit, or
- (c) by a pleader accompanied by some other person able to answer all such questions.

Every such summons shall be signed by the Judge or such officer as he appoints, and shall be sealed with the seal of the Court:

Provided that no such summons shall be issued when the defendant has appeared at the presentation of the plaint and admitted the plaintiff's claim.

Copy or statement annexed to summons.

Every such summons shall be accompanied with one of the copies or concise statements mentioned in section 58.

Court may order defendant or plaintiff to appear in person.

If the Court see reason to require the personal appearance of the defendant, the summons shall order him to appear in person in Court on the day therein

specified.

66.

If the Court see reason to require the personal appearance of the plaintiff on the same day, it may make an order for such appearance.

67. No party shall be ordered to appear in person unless he resides

No party to be ordered to appear in person un-less resident within 50 or. where there is a railway. 200 miles.

(a) within the local limit of the Court's ordinary original jurisdiction,

- (b) without such limits and at a place less than fifty, or, where there is railway communication for five-sixths of the distance between the place where he resides and the place where the court is situate, two hundred miles from the courthouse.
- The court shall determine, at the time of issuing the 68. summons, whether it shall be for the Summons to be either settlement of issues only, or for the to settle issues or for final disposal. final disposal of the suit; and the summons shall contain a direction accordingly:

Provided that, in every suit cognizable by Courts of Small Causes, the summons shall be for the final disposal of the suit.

69. The day for the appearance of the defendant shall be fixed by the Court with reference to its current business, the place of residence of the defendant, and the time

necessary for the service of the summons; and the day shall be so fixed as to allow the defendant sufficient time to enable him to appear and answer on such day.

What shall be deemed 'sufficient time' must be determined with reference to the circumstances of the case.

70. The summons to appear and answer shall order the

Summons to order defendant to produce documents required by plaintiff or relied on by defendant. defendant to produce any document in his possession or power, centaining evidence relating to the merits of the plaintiff's case, or upon which the

defendant intends to rely in support of his case.

71. When the summons is for the final disposal of the

On issue of summons or final disposal, parties to be directed to produce their witnesses.

suit, it shall direct the defendant to produce, on the day fixed for his appearance, the witnesses upon whose evidence he intends to rely in support of his case.

Service of Summons.

- 72. The summons shall be delivered to the proper officer

 Delivery of summons of the Court, to be served by him for service. or one of his subordinates.
- 73. Service of the summons shall be made by delivering or tendering a copy thereof signed by the Judge or such officer as he appoints in this behalf, and sealed with the seal of the Court.
- 74. When there are more defendants than one, service

 Service on several de- of the summons shall be made on fendants.

 each defendant:

Provided that, if the defendants are partners, and the suit relates to a partnership transaction, or to an actionable wrong

in respect of which relief is claimable from the firm, the service may be made, unless the Court directs otherwise, either (a) on one defendant for himself and for the other defendants, or (b) on any person having the management of the business of the partnership at the principal place, within the local limits of the Court's ordinary original civil jurisdiction, of such business.

75. Whenever it may be practicable, the service shall be

Service to be on defendant in person, when practicable, or on his agent. made on the defendant in person, unless he have an agent empowered to accept the service, in which case service on such agent shall be sufficient.

76. In a suit relating to any business or work against a

Service on agent by whom defendant carries on business.

person who does not reside within the local limits of the jurisdiction of the Court from which the summons

issues, service on any manager or agent who, at the time of service, personally carries on such business or work for such person within such limits, shall be deemed good service.

For the purpose of this section, the master of a ship is the agent of his owner or charterer.

Service on agent in charge, in suits for immoveable property, if the service cannot be made on the defendant in person, and the defendant have no agent empowered to accept the service, it may be made on any agent of the defendant in charge of the property.

78. If in any suit the defendant cannot be found, and if

When service may be on male member of defendant's family.

he have no agent empowered to accept the service of the summons on his behalf, the service may be made on any adult male member of the family of the defendant who is residing with him.

Emplanation.—A servant is not a member of the family within the meaning of this section.

of the summons to the defendant personacknowledgment.

Person served to sign ally, or to an agent or other person on his behalf, he shall require the signature of the person to whom the copy is so delivered or tendered to an acknowledgment of service endorsed on the original summons.

Procedure when defendant refuses to accept service.

80. If the defendant or other perfendant refuses to sign the acknowledgment or to receive the copy of the summons,

or if the serving officer cannot find the defendant, and there is no agent empowered to accept the service of the summons on his behalf, nor any other person on whom the service can be made,

the serving officer shall affix a copy of the summons on the outer door of the house in which the defendant ordinarily resides, and then return the original to the Court from which it issued, with an endorsement thereon stating that he has so affixed the copy and the circumstances under which he did so.

- 81. The serving officer shall, in all cases in which the summons has been served under section 79, endorse or cause to be endorsed on the original summons the time when and the manner in which the summons was served.
- 82. When a summons is returned under section 80,

 Examination of serving officer. the Court shall examine the serving officer on oath touching his proceedings, and may make such further enquiry in the matter as it thinks fit; and shall either declare that the summons has been duly served or order such service as it thinks fit.

Where the Court is satisfied that there is reason to believe that the defendant is keeping out of the way for the purpose of avoiding the service, or that for any other reason the summons cannot

be served in the ordinary way, the Court shall order the summons to be served by affixing a copy thereof in some conspicuous place in the Court-house, and also upon some conspicuous part of the house, if any, in which the defendant is known to have last resided, or in such other manner as the Court thinks fit.

- 83. The service substituted by order of the Court shall

 Effect of substituted be as effectual as if it had been made on the defendant personally.
- When service is substituted by order of the Court, the Court shall fix such time for the appearance of the defendant as the case may require.
- Service of summons when defendant resides within the jurisdiction of any Court other than the Court in which the suit is instituted, and has no agent to accept service.

 The defendant resides within the jurisdiction of any Court other than the Court in which the suit is instituted, and has no agent resident within the local limits of the jurisdiction of the latter Court

empowered to accept the service of the summons, such Court shall send the summons, either by one of its officers or by post, to any Court, not being a High Court, having jurisdiction at the place where the defendant resides, by which it can be conveniently served, and shall fix such time for the appearance of the defendant as the case may require.

The Court to which the summons is sent shall, upon receipt thereof, proceed as if it had been issued by such Court, and shall then return the summons to the Court from which it originally issued, together with the record (if any) made under this paragraph.

Service within Presidency towns and Rangoon of process issued by Munassal Courts.

Calcutta, Madras, Bombay, and Rangoon is to be served within any such town, it shall be sent to the Court of

Small Causes within whose jurisdiction the process is to be served,

and such Court of Small Causes shall deal with such process in the same manner as if the process had been issued by itself,

and shall then return the process to the Court from which it issued.

87. If the defendant be in jail, the summons shall be de-Service on defendant in livered to the officer in charge of the jail in which the defendant is confined, and such officer shall cause the summons to be served upon the defendant.

The summons shall be returned to the Court from which it issued, with a statement of the service endorsed thereon, and signed by the officer in charge of the jail and by the defendant.

88. If the jail in which the defendant is confined is not Procedure if jail be in in the district in which the suit is inadifferent district. Stituted, the summons may be sent by post or otherwise to the officer in charge of such jail, and such officer shall cause the summons to be served upon the defendant, and shall return the summons to the Court from which it issued, with a statement of the service endorsed thereon, and signed as provided in section 87.

89. If the defendant resides out of British India, and has

Service when defendant resides out of British India and has no agent to accept service. no agent in British India empowered to accept the service, the summons shall be addressed to the defendant at the place where he is residing, and

forwarded to him by post, if there be postal communication between such place and the place where the Court is situate.

90. If there be a British Resident or Agent of Govern-Service through British Resident or Agent of the defendant resides, the summons Government.

may be sent to such Resident or Agent, by post or otherwise, for the purpose of being served upon the defendant; and if the Resident or Agen treturn the summons with an endorsement under his hand that the summons has been served on the defendant in manner hereinbefore directed, such endorsement shall be conclusive evidence of the service.

91. The Court may, notwithstanding anything hereinSubstitution of letter before contained, substitute for the for summons.

summons a letter signed by the Judge or such officer as he appoints in this behalf, when the defendant is, in the opinion of the Court, of a rank which entitles him to such mark of consideration.

The letter shall contain all the particulars required to be stated in the summons, and, subject to the provisions contained in section 92, shall be treated in all respects as a summons.

Mode of sending such may be sent to the defendant by the letter.

post or by a special messenger selected by the Court, or in any other manner which the Court thinks fit; unless the defendant has an agent empowered to accept service of summons, in which case the letter may be delivered or sent to such agent.

Service of Process.

93. Every process issued under this Code shall be served

Process to be served at the expense of the party on whose
at expense of party behalf it is issued, unless the Court
issuing it.

otherwise directs.

Costs of service. The Court fee leviable for such scrvice shall be levied before the process

94. All notices and orders required by this Code to be

Notices and orders in given to or served on any person shall writing how served.

be in writing, and shall be served in the manner hereinbefore provided for the service of summons.

Postage.

95. Postage, where chargeable on any notice, summons, or letter issued under this Code, and Postage. forwarded by post, and the fee for registering the same, shall be paid before the communication is forwarded.

CHAPTER VII.

OF THE APPEARANCE OF THE PARTIES AND CONSEQUENCE OF NON-APPEARANCE.

Parties to appear on to appear and answer, the parties day fixed in summons for defendant to appear and answer, the parties shall be in attendance at the Courthouse in person or by their respective pleaders, and the suit shall then be heard, unless the hearing be adjourned to a future day fixed by the Court.

Dismissal of suit where summons not served in consequence of plaintiff's failure to pay fee for issuing it.

Dismissal of suit where and answer, it be found that the summons not served in mons has not been served upon him in consequence of the failure of the plaintiff to pay the Court fee leviable for such service, the Court may order that the suit be dismissed:

Provided that no such order shall be passed, although the summons has not been served upon the defendant, if, on the day fixed for him to appear and answer, he attends in person or by a duly authorized agent, when he is allowed to appear by agent.

98. If on the day fixed for the defendant to appear and
If neither party appear, answer, or on any other subsequent suit to be dismissed. day to which the hearing of the suit is adjourned, neither party appears, the suit shall be dismissed, unless the Judge, for reasons to be recorded under his hand, otherwise directs.

- 99. Whenever a suit is dismissed under section 97 or In such case plaintiff section 98, the plaintiff may (subject to the law of limitation) bring a fresh suit; or if, within the period of thirty days from the date of the order dismissing the suit, he satisfies the Court that there or Court may restore. was a sufficient excuse for his not paythe suit to its file. ing the Court fee required within the time allowed for the service of the summons or for his non-appearance, as the case may be, the Court shall pass an order to set aside the dismissal and appoint a day for proceeding with the suit.
- 100. If the plaintiff appears and the defendant does not Procedure if only plaintiff appear. appear, the procedure shall be as follows:

When summons was duly (a) if it is proved that the sumserved. mons was duly served, the Court may proceed ex parte:

- (b) if it is not proved that the summons was duly served,

 When summons not the Court shall direct a second sumduly served.

 mons to be issued and served on the defendant:
- (c) if it is proved that the summons was served on the When summons served, defendant, but not in sufficient time but not in due time. to enable him to appear and answer on the day fixed in the summons, the Court shall postpone the hearing of the suit to a future day to be fixed by the Court, and shall direct notice of such day to be given to the defendant.

If it is owing to the plaintiff's default that the summons was not served in sufficient time, the Court shall order him to pay the costs occasioned by such postponement.

Procedure where defendant appears on day of adjourned bearing, and before such hearing, appears and asassigns good cause for previous non-appearance, signs good cause for his previous non-appearance, he may, upon such terms as the Court directs asto costs or otherwise, be heard in answer to the suit, as if he had appeared on the day fixed for his appearance.

- 102. If the defendant appears, and the plaintiff does not Procedure where defendant appear, the Court shall dismiss the ant only appears. suit, unless the defendant admits the claim, or part thereof, in which case the Court shall pass a decree against the defendant upon such admission, and where part only of the claim has been admitted, shall dismiss the suit so far as it relates to the remainder.
- Decree against plaintiff this section, the plaintiff shall be preby default bars fresh suit. cluded from bringing a fresh suit in
 respect of the same cause of action. But he may apply for an
 order to set the dismissal aside; and if it be proved that he was
 prevented by any sufficient cause from appearing when the
 suit was called on for hearing, the Court shall set aside the
 dismissal upon such terms as to costs or otherwise as it thinks
 fit, and shall appoint a day for proceeding with the suit.

No order shall be made under the second paragraph of this section unless the plaintiff has served the defendant with notice in writing of his application.

Procedure where defendant residing out of British India does not appear.

India, who has no agent empowered to accept service of summons, or on any day to which the hearing has been adjourned, the defendant does not appear, the plaintiff may apply to the Court for permission to proceed with his suit, and the Court may direct that the plaintiff be at liberty to proceed with his suit in such manner and subject to such conditions as the Court thinks fit.

105. If there be more plaintiffs than one, and one or more of them appear, and the others do not appear, the Court may, at the instance of the plaintiff or plaintiffs

appearing, permit the suit to proceed in the same way as if all the plaintiffs had appeared, and pass such order as it thinks fit.

106. If there be more defendants than one, and one or more of them appear, and the others Procedure in case of non-attendance of one or do not appear, the suit shall proceed. more of several defendand the Court shall, at the time of passing judgment, make such order as it thinks fit with respect to the defendants who do not appear.

Consequence of non-attendance, without sufficient cause shown, of party

ordered to appear in per-

107. If a plaintiff or defendant, who has been ordered to appear in person under the provisions of section 66 or section 436, does not appear in person, or show sufficient cause to the satisfaction of the

Court for failing so to appear, he shall be subject to all the provisions of the foregoing sections applicable to plaintiffs and defendants respectively who do not appear.

Of setting aside Decrees ex-parte.

In any case in which a decree is passed ex-parte 108. against a defendant under section 100. Setting aside decree exparte against defendant. he may apply to the Court by which the decree was made for an order to set it aside:

and if it be proved to the satisfaction of the Court that the defendant was prevented by any sufficient cause from appearing when the suit was called on for hearing, the Court shall pass an order to set aside the decree upon such terms as to costs, payment into Court, or otherwise, as it thinks fit, and shall appoint a day for proceeding with the suit.

No decree shall be set aside on any such application as aforesaid, unless notice thereof No decree to be set aside in writing has been served on the without notice to opposite party. opposite party.

CHAPTER VIII.

OF WRITTEN STATEMENTS AND SET-OFF.

- 110. The parties may, at any time before or at the first

 Written statements. hearing of the suit, tender written statements of their respective cases, and the Court shall receive such statements, and place them on the record.
- Particulars of set-off to be given in written statement.

 Particulars of set-off to be given in written statement.

 Claims to set-off against the plaintiff's demand any ascertained sum of money legally recoverable by him from the plaintiff, and if in such claim of the defendant against the plaintiff both parties fill the same character as they fill in the plaintiff's suit, the defendant may, at the first hearing of the suit, but not afterwards, unless permitted by the Court, tender a written statement containing the particulars of the debt sought to be set-off.

The Court shall thereupon enquire into the same, and if it find that the case fulfils the requirements of the former part of this section, and that the amount claimed to be set-off does not exceed the pecuniary limits of its jurisdiction, the Court shall set-off the one debt against the other.

Such set-off shall have the same effect as a plaint in a cross-suit, so as to enable the Court to pronounce a final judgment in the same suit, both on the original and on the cross-claim; but it shall not affect the lien upon the amount decreed of any pleader in respect of the costs payable to him under the decree.

Illustrations.

(a) A bequeaths Rs. 2,000 to B, and appoints C his executor and residuary legatee. B dies, and D takes out administration to B's effects. C pays Rs. 1,000 as surety for D. Then D sues C for the legacy. C cannot

set-off the debt of Rs. 1,000 against the legacy, for neither C nor D fills the same character with respect to the legacy as they fill with respect to the payment of Rs. 1,000.

- (b) A dies intestate and in debt to B. C takes out administration to A's effects, and B buys part of the effects from C. In a suit for the purchase-money by C against B, the latter cannot set-off the debt against the price, for C fills two different characters, one as the vendor to B, in which he sues B, and the other as representative to A.
- (c) A sues B on a bill of exchange. B alleges that A has wrongfully neglected to insure B's goods and is liable to him in compensation which he claims to set-off. The amount not being ascertained cannot be set-off.
- (d) A sues B on a bill of exchange for Rs. 500. B holds a judgment against A for Rs. 1,000. The two claims being both definite pecuniary demands may be set-off.
- (e) A sues B for compensation on account of a trespass. B holds a promissory note for Rs. 1,000 from A and claims to set-off that amount against any sum that A may recover in the suit. B may do so, for as soon as A recovers, both sums are definite pecuniary demands.
- (f) A and B sue C for Rs. 1,000. C cannot set-off a debt due to him by A alone.
- (g) A sues B and C for Rs. 1,000. B cannot set-off a debt due to him alone by A.
- (h) A owes the partnership firm of B and C Rs. 1,000. B dies, leaving C surviving. A sues C for a debt of Rs. 1,500 due in his separate character. C may set-off the debt of Rs. 1,000.
- 112. Except as provided in the last preceding section,

 No written statement to be received after first hearing unless called for after the first hearing of the suit:
 by Court.

Provided that the Court may at any time require a written

Court may at any time statement, or additional written statecall for written statement, from any of the parties, and
fix a time for presenting the same:

Provided also that a written statement, or an additional written statement, may, with the permission of the Court, be received at any time for the purpose of answering written statements so required and presented.

113.

Procedure when party fails to present written statement called for by Court.

If any party from whom a written statement is so required fails to present the same within the time fixed by the Court, the Court may pass a decree against him, or make such other order in rela-

tion to the suit as it thinks fit.

114. Written statements shall be as brief as the nature of the case admits, and shall not be Frame of written stateargumentative, but shall be confined ments. as much as possible to a simple narrative of the facts which the party by whom or on whose behalf the written statement is made believes to be material to the case, and which he either admits or believes he will be able to prove.

Every such statement shall be divided into paragraphs numbered consecutively, and each paragraph containing as nearly as may be a separate allegation.

Written statements shall be subscribed and verified Written statements to be in the manner hereinbefore provided subscribed and verified. for subscribing and verifying plaints, and no written statement shall be received unless it be so subscribed and verified.

The provisions of section 52 as to examining witnesses as to the fact of signature shall apply in the case of written statements.

Rejection of argumentative, prolix, or irrelevant written statements.

116. If it appear to the Court that any written statement, whether called for by the Court or spontaneously tendered, is argumentative or prolix, or contains

matter irrelevant to the suit, the Court may amend it then and there, or may, by an order to be endorsed thereon, reject the same, or return it to the party by whom it was made for amendment within a time to be fixed by the Court, imposing such terms as to costs or otherwise as the Court thinks fit.

When any amendment is made under this section. the Judge shall attest it by his Attestation of amendments. signature.

When a statement has been rejected under this section, the party making it shall not present Effect of rejection. another written statement, unless it be expressly called for or allowed by the Court.

CHAPTER IX.

OF THE EXAMINATION OF THE PARTIES BY THE COURT.

Ascertainment from each party whether allegations in written state-

117. At the first hearing of the suit the Court shall ascertain from the defendant or his pleader whether he admits or denies the allegations of fact made in the plaint, and shall ascertain from each party or his pleader whether he admits

or denies such allegations of fact as are made in the written statement (if any) of the opposite party, and as are not expressly or by necessary implication admitted or denied by the party against whom they are made. The Court shall record such admissions and denials.

118. At the first hearing of the suit, or at any subsequent

Oral examination of party, or companion of himself or his pleader.

ments are admitted or

denied.

hearing, any party appearing in person or present in Court, or any person able to answer any material questions relating to the suit by whom such party or

his pleader is accompanied, may be examined orally by the Court ; and the Court may, if it thinks fit, put in the course of such examination questions suggested by either party.

Substance of examination to be written.

119. The substance of the examination shall be reduced to writing by the Judge, and shall form part of the record.

120. If the pleader of any party who appears by a pleader refuses or is unable to answer any Consequence of refusal material question relating to the suit or inability of pleader to which the Court is of opinion that the answer. party whom he represents ought to answer, and is likely to

be able to answer if interrogated in person, the Court may postpone the hearing of the suit to a future day, and direct that such party shall appear in person on such day.

If such party fails without lawful excuse to appear in person on the day so appointed, the Court may pass a decree against him, or make such order in relation to the suit as it thinks fit.

CHAPTER X.

OF DISCOVERY AND OF THE ADMISSION, INSPECTION, PRODUC-TION, IMPOUNDING, AND RETURN OF DOCUMENTS.

Any party may at any time, by leave of the Court, deliver through the Court interroga-Power to deliver intertories in writing for the examination rogatories. of the opposite party, or where there are more opposite parties than one, any one or more of such parties, with a note at the foot thereof stating which of such interrogatories each of such persons is required to answer:

Provided that no party shall deliver more than one set of interrogatories to the same person without the permission of the Court, and that no defendant shall deliver interrogatories for the examination of the plaintiff unless such defendant has previously tendered a written statement, and such statement has been received and placed on the record.

Interrogatories delivered under section 121 shall be 122. served on the pleader (if any) of the Service of interrogaparty interrogated or in the manner hereinbefore provided for the service of summons, and the provisions of sections 79, 80, 81, and 82 shall, in the latter case, apply so far as may be practicable.

123. The Court, in adjusting the costs of the suit, shall, at the instance of any party, inquire priety of exhibiting incorporatories.

Inquiry into propriety of exhibiting incorporatories or cause inquiry to be made into the propriety of delivering such interrogatories; and if it thinks that such interrogatories have been delivered unreasonably, vexatiously, or at improper length, the costs occasioned by the said interrogatories and the answers thereto shall be borne by the party in fault.

Service of interrogatories on officer of corporation or company.

Service of interrogatories on officer of corporation or company.

Service of interrogatories on officer of corporation or not, or any other body of persons empowered by law to sue or be some empowered by law to sue or be some empower of any officer.

sued, whether in his own name or in the name of any officer or other person, any opposite party may apply to the Court for an order allowing him to deliver interrogatories to any member or officer of such corporation, company, or body, and an order may be made accordingly.

125. Any party called upon to answer interrogatories, whether by himself or by any such member or officer, may refuse to answer any interrogatory on the ground

that it is irrelevant or is not put bona fide for the purposes of the suit, or that the matter inquired after is not sufficiently material at that stage of the suit, or on any other like ground.

126. Interrogatories shall be answered by affidavit to be filed in Court within ten days from the service thereof, or within such furdavit in answer.

ther time as the Judge may allow.

Procedure where a interrogatory, the party interrogating may apply to the Court for an order

requiring him to answer or to answer further as the case may be. And an order may be made requiring him to answer or to answer further either by affidavit or by viva voce examination as the Judge may direct: Provided that the Judge shall not require an answer to any interrogatory which in his opinion need not have been answered under section 125.

128. Either party may, by a notice through the Court,

Power to demand admission of genuineness of documents.

within a reasonable time not less than ten days before the hearing, require the other party to adm't (saving all just exceptions to the admissibility of such document in evidence) the genuineness of any document material to the suit.

The admission shall also be made in writing, signed by the other party or his pleader and filed in Court.

If such notice be not given, no costs of proving such document shall be allowed, unless the Judge otherwise orders.

If such notice is not complied with within four days after its being served, and the Judge thinks it reasonable that the admission should have been made, the party refusing shall bear the expense of proving such document, whatever may be the result of the suit.

Application for order for discovery of docuin his possession or power relating to any matter in question in the suit, and any party to the suit may, at any time before the first hearing, apply to the Court for a like order.

Every affidavit made under this section shall specify which, if any, of the documents theresuch order.

Affidavit in answer to in mentioned the declarant objects to produce, together with the grounds of such objection.

Power to order production of documents during suit.

The Court may, at any time during the pendency therein of any suit, order the production of documents during tion by any party thereto of such of the documents in his possession or power relating to any matter in question in such suit or proceeding as the Court thinks right; and the Court may deal with such documents when produced in such manner as appears just.

Notice to produce for inspection documents referred to in plaint, &c. the hearing thereof give notice through the Court to any other party in whose plaint, written statement, or affidavits reference is made to any document, to produce such document in the presence of such officer as the Court appoints in this behalf, for the inspection of the party giving such notice or of his pleader, and to permit such party or pleader to take copies thereof.

No party failing to comply with such notice shall after
Consequence of nonco. p innce with such document in evidence on his behalf in such suit, unless he satisfies the Court that such document relates only to his own title, or that he had some other and sufficient cause for not complying with such notice.

132. The party to whom such notice is given shall, within ten days from the receipt thereof,
Party receiving such
notice to deliver notice
when and where inspection may be had.

deliver through the Court to the party
giving the same a notice stating a
time within three days from such
delivery at which the documents or such of them as he
does not object to produce may be inspected at his pleader's
office or some other convenient place, and stating which,
if any, of the documents he objects to produce, and on what
grounds.

Application for order of inspection, or names an inconvenient place for inspection, the party desiring it may apply to the Court for an order of inspection.

Application to founded on affidavit.

Application to founded on affidavit.

Application to of the party against whom the application is made, or disclosed in his affidavit of documents, such application shall be founded upon an affidavit showing (a) of what documents inspection is sought, (b) that the party applying is entitled to inspect them, and (c) that they are in the possession or power of the party against whom the application is made.

135. If the party from whom discovery of any kind or inspection is sought, objects to the same Power to order issue or question on which or any part thereof, and if the Court right to discovery deis satisfied that the right to such dispends to be first determined. covery or inspection depends on the determination of any issue or question in dispute in the suit, or that for any other reason it is desirable that any such issue or question should be determined before deciding upon the right to the discovery or inspection, the Court may order that the issue or question be determined first, and reserve the question as to the discovery or inspection.

Consequences of failure to answer or give inspection.

Consequences of failure to answer or give inspection.

This chapter to answer interrogatories, or for discovery or inspection, which has been duly served, he shall, if a plaintiff, be liable to have his suit dismissed for want of prosecution, and if a defendant, to have his defence, if any, struck out, and to be placed in the same position as if he had not appeared and answered;

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and the party interrogating or seeking discovery or inspection may apply to the Court for an order to that effect, and the Court may make such order accordingly.

Any party failing to comply with any order under this chapter to answer interrogatories or for discovery or inspection which has been served personally upon him, shall also be deemed guilty of an offence under section 188 of the Indian Penal Code.

Court may send for papers from its own records or from other Courts.

Court may send for papers from its own records or from other Courts.

any of the parties to a suit, send for, either from its own records or from any other Court, the record of any other suit or proceeding and inspect the same.

Every application made under this section shall (unless the Court otherwise directs) be supported by an affidavit of the applicant or his pleader, showing how the record is material to the suit in which the application is made, and that the applicant cannot without unreasonable delay or expense obtain a duly authenticated copy of the record or such portion thereof as the applicant requires, or that the production of the original is necessary for the purposes of justice.

Nothing contained in this section shall be deemed to enable the Court to use in evidence any document which under the Indian Evidence Act would be inadmissible in the suit.

Documentary evidence to be in readiness at first ing of the suit, to be produced when called for by the Court, all the documentary evidence of every description in their possession or power on which they intend to rely, and which has not already been filed in Court, and all documents which the Court

at any time before such hearing has ordered to be produced.

139. No documentary evidence in the possession or

Effect of non-production power of any party, the production
of which has been called for under

section 138, and which has not been produced, shall be received at any subsequent stage of the proceedings unless good cause be shown to the satisfaction of the Court for the non-production thereof. And the Judge receiving any such evidence shall record his reasons for so doing.

140. The Court shall receive the documents respectively

Documents to be received by the parties at the first hearing, provided that the documents produced by each party be accompanied by an accurate list thereof prepared in such form as the High Court may from time to time direct.

The Court may at any stage of the suit reject any document which it considers irrelevant or Rejection of irrelevant or inadmissible documents. otherwise inadmissible, recording the grounds of such rejection.

141. No document shall be placed on the record unless it has been proved or admitted in accordance with the law of evidence for the time being in force. Every document so proved or admitted shall be endorsed with the number and title of the suit, the name of the person producing it, and the date on which it was proved against or admitted by (as the case may be) the person against whom it is used. The document shall then be filed

Provided that, if the document be an entry in a shop-book or other book, the party on whose behalf such book is produced may furnish a copy of the entry, which may be endorsed as aforesaid, and shall be filed as part of the record, and the Court shall mark the entry, and shall then return the book to the person producing it.

as part of the record:

All documents produced at the first hearing and not so proved or admitted shall be returned to the parties respectively producing them.

Rejected documents to be marked,

Rejected documents to the Court considers it inadmissible, it shall be further endorsed with the addition of the word "rejected," and the endorsement shall be signed by the Judge.

and returned, unless detained by Court. The document shall then be returned to the party who produced it.

143. Notwithstanding anything contained in sections
62, 141, and 142, the Court may, if it see sufficient cause, direct any document to be impounded.

ment or book produced before it in any suit to be impounded and kept in the custody of an officer of the Court, for such period and subject to such conditions as the Court thinks fit.

After lapse of time for the suit has been disposed of, and in appeal, document admitted in evidence may be returned.

The suit has been disposed of, and in suits in which an appeal is allowed, when the time for preferring an appeal from the decree has elapsed, or, if an appeal has been preferred, then after the appeal has been disposed of, any person, whether a party to the suit or not, desirous of receiving back any document produced by him in the suit, and placed on the record, shall, unless the document is impounded under section 143, be entitled to receive back the same:

When document may be fore either of such events, if the person applying for such returned delivers to the proper officer a certified copy of such document to be substituted for the original:

Document not to be returned in certain cases.

Provided also that no document shall be returned which, by force of the decree, has become void or useless.

On the return of a document which has been admitted in evidence, a receipt shall be given by the party receiving it in a receipt-book to be kept for the purpose.

Provisions as to documents applied to material objects.

145. The provisions herein contained as to documents shall, so far as may be, apply to all other ma-

terial objects producible as evidence.

CHAPTER XI.

OF THE SETTLEMENT OF ISSUES.

146. Issues arise when a material proposition of fact or law is affirmed by the one party and denied by the other.

Material propositions are those propositions of law or fact which a plaintiff must allege in order to show a right to sue.

Each material proposition affirmed by one party and denied by the other must form the subject of a distinct issue.

Issues are of two kinds: (a) issues of fact, (b) issues of law.

At the first hearing of the suit, the Court shall, after reading the plaint and the written statements, if any, and after such examination of the parties as may appear necessary, ascertain upon what material propositions of fact or of law the parties are at variance, and shall thereupon proceed to frame and record the issues on which the right decision of the case appears to the Court to depend.

When issues both of law and of fact arise in the same suit, and the Court is of opinion that the case may be disposed of on the issues of law only, it shall try those issues first, and for that purpose may, if it thinks fit, postpone the settlement of the issues of fact until after the issues of law have been determined.

Nothing in this section requires the Court to frame and record issues when the defendant at the first hearing of the suit makes no defence.

Allegations from which issues may be framed. Its issues from all or any of the following materials:—

- (a) allegations made on oath by the parties, or by any persons present on their behalf, or made by the pleaders of such parties or persons;
- (b) allegations made in the plaint or in the written statements (if any) tendered in the suit, or in answer to interrogatories delivered in the suit;
 - (c) the contents of documents produced by either party.
- Court may examine witnesses or documents before framing issues.

 Court, or without the inspection of some document not produced in the suit, it may adjourn the framing of the issues to a future day, to be fixed by the Court, and may (subject to the rules contained in the Indian Evidence Act) compel the attendance of any person or the production of any document by the person in whose hands it may be, by summons or other process.
- 149. The Court may at any time before passing a decree

 Power to amend, add, amend the issues or frame additional
 and strike out issues. issues on such terms as it thinks fit,
 and all such amendments or additional issues as may be necessary for determining the controversy between the parties
 shall be so made or framed.

The Court may also, at any time before passing a decree, strike out any issues that appear to it to be wrongly framed or introduced.

150. When the parties to a suit are agreed as to the question of fact or of law to be decided Questions of fact or law between them, they may state the same

may by agreement be stated in the form of an issue.

in the form of an issue, and enter into an agreement in writing,

- (a) .that upon the finding of the Court in the affirmative or the negative of such issue, a sum of money specified in the agreement, or to be ascertained by the Court, or in such manner as the Court may direct, shall be paid by one of the parties to the other of them, or that one of them be declared entitled to some right or subject to some liability specified in the agreement,
- (b) that upon such finding some property specified in the agreement and in dispute in the suit shall be delivered by one of the parties to the other of them, or as that other may direct, or
- (c) that upon such finding one or more of the parties shall do or abstain from doing some particular act specified in the agreement, and relating to the matter in dispute.

151. If the Court be satisfied, after Court if satisfied that the making such enquiry as it deems agreement was executed in good faith may proproper, nounce judgment.

- (a) that the agreement was duly executed by the parties.
- (b) that they have a substantial interest in the decision of such question as aforesaid, and
- (c) that the same is fit to be tried and decided.

it may proceed to record and try the issue, and state its finding or opinion thereon in the same manner as if the issue had been framed by the Court;

and may, upon the finding or decision on such issue, pronounce judgment according to the terms of the agreement :

and upon the judgment so given, decree shall follow and may be executed in the same way as if the judgment had been pronounced in a contested suit.

CHAPTER XII.

DISPOSAL OF THE SUIT AT THE FIRST HEARING.

152. If at the first hearing of a suit it appears that the parties are not at parties are not at issue on any question of law or of fact, the Court may at once pronounce judgment.

If one of several defendants be not at issue with the plaintiff.

any one of the defendants is not at issue with the plaintiff on any question of law or fact, the Court may at once pronounce judgment for or against such defendant, and the suit shall proceed only against the other defendants.

154. When the parties are at issue on some question of law or of fact, and issues have been framed by the Court as hereinbefore provided, if the Court be satisfied that no further argument or evidence than the parties can at once supply is required upon such of the issues as may be sufficient for the decision of the suit, and that no injustice will result from proceeding with the suit forthwith, the Court may pro-

Court may determine issue and pronounce judgment accordingly, whether the summons has been issued ment.

The final disposal of the suit;

ceed to determine such issues.

Provided that, where the summons has been issued for the settlement of issues only, the parties or their pleaders are present and none of them object.

If the finding is not sufficient for the decision, the Court shall postpone the further hearing of the suit, and shall fix a day for the production of such further evidence, or for such further argument as the case requires.

If either party fails to produce his evidence, Court may pronounce judgment.

If the summons has been issued for the final disposal of the suit, and either party fails without sufficient cause to produce the evidence on which he relies, the Court

may at once pronounce judgment,

or may, if it thinks fit, after framing and recording issues

Procedure where Court cannot pronounce judgment at first hearing.

under section 146, adjourn the suit for the production of such evidence as may be necessary to its decision

upon such issues.

WANT BY

CHAPTER XIII.

OF ADJOURNMENTS.

156. The Court may, if sufficient cause be shown, at any stage of the suit, grant time to the Court may grant time or adjourn hearing. parties, or to any of them, and may from time to time adjourn the hearing of the suit.

In all such cases the Court shall fix a day for the further hearing of the suit, and may make Costs of adjournment. such order as it thinks fit with respect to the costs occasioned by the adjournment:

Provided that, when the hearing of evidence has once begun, the hearing of the suit shall be continued from day to day until all the witnesses in attendance have been examined, unless the Court finds the adjournment of the hearing to be necessary for reasons to be recorded by the Judge with his own hand.

157. If, on any day to which the hearing of the suit is adjourned, the parties or any of them Procedure if parties fail fail to appear, the Court may proceed to appear on day fixed. to dispose of the suit in one of the modes directed in that behalf by chapter VII, or make such other order as it thinks fit.

158. If any party to a suit to whom time has been granted fails to produce his evidence, or Court may proceed notwithstanding either party to cause the attendance of his wit-

fails to produce his evi-

nesses, or to perform any other act necessary to the further progress of the suit, for which time has been allowed, the Court may, notwithstanding such

CHAPTER XIV

default, proceed to decide the suit forthwith.

OF THE SUMMONING AND ATTENDANCE OF WITNESSES.

159. The parties may, after the summons has been delivered for service on the defendant, Summons to attend to give evidence or produce whether it be for the settlement of documents. issues only, or for the final disposal of the suit, obtain, on application to the Court or to such officer as it appoints in this behalf, before the day fixed for such settlement or disposal, as the case may be, summonses to persons whose attendance is required either to give evidence or to produce documents.

160. The party applying for a summons shall, before the summons is granted and within a Expenses of witnesses period to be fixed by the Court, pay to be paid into Court on applying for summons. into Court such a sum of money as appears to the Court to be sufficient to defray the travelling and other expenses of the person summoned, in passing to and from the Court in which he is required to attend, and for one day's attendance.

If the Court be subordinate to a High Court, regard shall be had, in fixing the scale of such Scale of expenses. expenses, to the rules (if any) laid down by competent authority.

The sum so paid into Court shall be tendered to the person summoned, at the time of Tender of expenses to serving the summons if it can be served personally.

162. If it appear to the Court or to such officer as it appoints in this behalf that the sum paid into Court is not sufficient to cover such expenses, the Court may

direct such further sum to be paid to the person summoned as appears to be necessary on that account; and, in case of default in payment, may order such sum to be levied by attachment and sale of the moveable property of the party obtaining the summons; or the Court may discharge the person summoned without requiring him to give evidence; or may both order such levy and discharge such person as aforesaid.

If it be necessary to detain the person summoned for a Expenses if witness delighted hard more than one day. In the longer period than one day, the Court may from time to time order the party at whose instance he was summoned to pay into Court such sum as is sufficient to defray the expenses of his detention for such further period, and in default of such deposit being made, may order such sum to be levied by attachment and sale of the moveable property of the party at whose instance he was summoned; or the Court may discharge the person summoned without requiring him to give evidence; or may both order such levy and discharge such person as aforesaid.

Time, place, and purpose of attendance to be shall specify the time and place at specified in summons. which he is required to attend, and also whether his attendance is required for the purpose of giving evidence or to produce a document, or for both purposes; and any particular document which the person summoned is called on to produce, shall be described in the summons with reasonable accuracy.

Summons to produce ment, without being summoned to document.

give evidence; and any person summoned merely to produce a document shall be deemed to have

complied with the summons, if he cause such document to be produced instead of attending personally to produce the same.

Any person present in Court may be required by the Court to give evidence or to Power to require persons produce any present in Court to give document then and evidence. there in his actual possession or power.

Every summons to a person to give evidence or 166. produce a document shall be served as Summons how served nearly as may be in manner hereinbefore prescribed for the service of summons on the defendant: and the rules contained in chapter VI. as to proof of service shall apply in the case of all summonses served under this section.

167. The service shall in all cases be made a sufficient time before the time specified in the Time for serving sumsummons for the attendance of the mons. person summoned, to allow him a reasonable time for preparation and for travelling to the place at which his attendance is required.

168. If the serving officer certify to the Court that the summons for the attendance of a per-Attachment of property son, either to give evidence or to proof absconding witness. duce a document, cannot be served, the Court shall examine the serving-officer on oath touching

the non-service :

and upon being satisfied that such evidence or production is material, and that the person for whose attendance the summons has been issued is absconding or keeping out of the way for the purpose of avoiding the service of the summons, may issue a proclamation requiring him to attend to give evidence, or produce the document, at a time and place to be named therein; and a copy of such proclamation shall be affixed on the outer door of the house in which he ordinarily resides.

If he does not attend at the time and place named in such proclamation, the Court may in its discretion, at the instance of the party on whose application the summons was issued, make an order for the attachment of the property of the person whose attendance is required, to such amount as the Court thinks fit, not exceeding the amount of the costs of attachment and of the fine which may be imposed under section 170:

Provided that no Court of Small Causes shall make an order for the attachment of immoveable property.

If witness appears, attachment may be with-drawn.

If witness appears, attachment may be with-drawn.

And that he had not notice of the proclamation in time to attend at the time and place named therein, the Court shall direct that the property be released from attachment, and shall make such order as to the costs of the attachment as it thinks fit.

170. If such person does not appear, or, appearing, fails
to satisfy the Court that he did not
Procedure if witness abscond or keep out of the way to
avoid service of the summons, and
that he had not notice of the proclamation in time to attend
at the time and place named therein, the Court may impose
upon him such fine not exceeding five hundred rupees as the
Court thinks fit, having regard to his condition in life and
all the circumstances of the case, and may order the property
attached, or any part thereof, to be sold for the purpose of
satisfying all costs incurred in consequence of such attachment, together with the amount of the said fine, if any:

Provided that if the person whose attendance is required pays into court the costs and fine as aforesaid, the Court shall order the property to be released from attachment.

Court may of its own accord summon as witnesses strangers to suit.

and appearance and to the provisions of the Indian Evidence Act, if the Court at any time thinks it necessary to examine any person other than a party to the suit, and not named as a witness by a party to the suit, the Court may, of its own motion, cause such person to be summoned as a witness to give evidence, or to produce any document in his possession, on a day to be appointed, and may examine him as

172. Subject as last aforesaid, whoever is summoned to Persons summoned to appear and give evidence in a suit give evidence must attend at the time and place named in the summons for that purpose, and whoever is summoned to produce a document must either attend to produce it or cause it to be produced at such time and place.

a witness or require him to produce such document.

- When they may depart.

 When they may depart.

 unless and until (a) he has been examined or has produced the document and the Court has risen, or (b) he has obtained the Court's leave to depart.
- Consequences of nonattendance.

 Consequences of nonattendance.

 Consequences of nonattendance.

 or produce a document has been served fails to comply with the summons,
 or if any person so summoned and attending departs in contravention of section 173, the Court may order him to be arrested and brought before the Court:

Provided that no such order shall be made when the Court has reason to believe that the person so failing had a lawful excuse for such failure.

When any person so brought before the Court fails to satisfy it that he had a lawful excuse for not complying with the summons, the Court may sentence him to fine not exceeding five hundred rupees.

Explanation.—Non-payment or non-tender of a sum sufficient to defray the expenses mentioned in section 160 shall be deemed a lawful excuse within the meaning of this section.

If any person so apprehended and brought before the

Consequences of refusal to give evidence or produce documents.

Court cannot, owing to the absence of the parties or any of them, give the evidence or produce the document which he has been summoned to give or produce, the Court may require him to give reasonable bail or other security for his appearance at such time and place as it thinks fit, and ou such bail or security being given, may release him.

- 175. If any person so failing to comply with a summons Procedure when witness absconds or keeps out of the way, so that he cannot be apprehended and brought before the Court, the provisions of sections 168, 169, and 170 shall, mutatis mutandis, apply.
- Person summoned to attend in person to give evidence or to be examined in Court unless he resides—
- (a) within the local limits of its ordinary original jurisdiction, or
- (b) without such limits and at a place less than fifty or (where there is railway communication for five-sixths of the distance between the place where he resides and the place where the Court is situate) two hundred miles distant from the Court-house.
- Consequence of refusal of party to give evidence when called on by the Court.

 without lawful excuse, when required by the Court, to give evidence, or to produce any document then and there in his actual possession or power, the Court may in its discretion either pass a decree against him, or make such other order in relation to the suit as the Court thinks fit.

Rules as to witnesses to evidence or to produce a document, apply to parties summoned. the rules as to witnesses contained in this Code shall apply to him so far as they are applicable.

CHAPTER XV.

OF THE HEARING OF THE SUIT AND EXAMINATION OF WITNESSES.

Statement and production of evidence ty party having right to begin.

Statement and production of evidence ty party having right to begin shall state his case and produce his evidence in support of the issues which he is bound to prove.

Explanation.—The plaintiff has the right to begin unless Rules as to right to be— where the defendant admits the facts alleged by the plaintiff and contends that either in point of law or on some additional facts alleged by the defendant the plaintiff is not entitled to any part of the relief which he seeks, in which case the defendant has the right to begin.

Statement and production of evidence by other party. 180. The other party shall then state his case and produce his evidence (if any).

Reply by party beginning. The party beginning is then entitled to reply.

Where there are several issues, the burden of proving some of which lies on the other party, the party beginning may, at his option, either produce his evidence on those issues or reserve it by way of answer to the evidence produced by the other party. In the latter case the party beginning may produce evidence on those issues after the other party has produced all his evidence, and the other party may then reply specially on the evidence so produced by the party beginning;

but the party beginning will then be entitled to reply generally on the whole case.

- 181. The evidence of the witnesses in attendance shall be Witnesses to be examintaken orally in open Court in the ed in open Court. presence and under the personal direction and superintendence of the Judge.
- 182. In cases in which an appeal is allowed, the evidence How evidence shall be of each witness shall be taken down in taken in appealable cases. writing, in the language of the Court, by or in the presence and under the personal direction and superintendence of the Judge, not ordinarily in the form of question and answer, but in that of a narrative, and, when completed, shall be read over in the presence of the Judge and of the witness, and also in the presence of the parties or their pleaders, and the Judge shall, if necessary, correct the same and shall sign it.
- When witness may require his deposition to be interpreted.

 When it is taken down, the evidence as taken down in writing shall be interpreted to him in the language in which it was given.
- Memorandum when evidence is not taken down in writing by the Judge, he shall be bound, as the examination of each witness proceeds, to make a memorandum of the substance of what each witness deposes, and such memorandum shall be written and signed by the Judge with his own hand, and shall form part of the record.
- 185. Where English is not the language of the Court,

 When evidence may be but all the parties to the suit who
 taken in English. appear in person, and the pleaders of
 such as appear by pleaders, do not object to have such

evidence as is given in English taken down in English, the Judge may so take it down with his own hand.

Any particular question and answer may be taken down.

Any particular question of any party or his pleader take down, or cause to be taken down, any particular question and answer, or any objection to any question, if there appear any special reason for so doing.

Questions objected to.

a party or his pleader, and the Court allows the same to be put, the Judge shall take down the question, the answer, the objection, and the name of the person making it, together with the decision of the Court thereon.

188. The Court may record such remarks as it thinks

Remarks on demeanour material respecting the demeanour of witnesses.

of any witness while under examination.

Memorandum of evidence in unappealable evidence of the witnesses in writing at length; but the Judge, as the examination of each witness proceeds, shall make a memorandum of the substance of what he deposes, and such memorandum shall be written and signed by the Judge with his own hand, and shall form part of the record.

190. If the Judge be rendered unable to make a memoJudge unable to make randum as above required by this
such memorandum to record reason of his inability. chapter, he shall cause the reason of
such inability to be recorded, and
shall cause the memorandum to be made in writing from his
dictation in open Court.

Every memorandum so made shall form part of the record.

- Power to deal with evidence taken down by Judge removed before conclusion of suit. causing any memorandum to be made under this chapter, dies or is removed from the Court before the conclusion of the suit, his successor may, if he thinks fit, deal with such evidence or memorandum as if he himself had taken it down or caused it to be made.
- 192. If a witness be about to leave the jurisdiction of
 Power to examine witness immediately. the Court, or if other sufficient cause
 be shown to the satisfaction of the
 Court why his evidence should be taken immediately, the
 Court may, upon the application of either party or of the
 witness, at any time after the institution of the suit, take the
 evidence of such witness in manner hereinbefore provided.

Where such evidence is not taken forthwith and in the presence of the parties, such notice as the Court thinks sufficient of the day fixed for the examination shall be given to the parties.

The evidence so taken shall be read over to the witness, and, if he admits it to be correct, shall be signed by him, and may then be read at any hearing of the suit.

193. The Court may, at any stage of the suit, recall any court may recall and witness who has been examined and who has not departed, in accordance with section 173, and may (subject to the provisions of the Indian Evidence Act) put such questions to him as the Court thinks fit.

CHAPTER XVI.

OF AFFIDAVITS.

Power to order any point to be proved by affidavit,

Ourt may at any time for sufficient reason order that any particular fact or facts may be proved by affidavit,

or that the affidavit of any witness may be read at the hearing, on such conditions as the Court thinks reasonable:

Provided that where it appears to the Court that either party bonû fide desires the production of a witness for cross-examination, and that such witness can be produced, an order shall not be made authorizing the evidence of such witness to be given by affidavit.

195. Upon any application evidence may be given by affidavit, but the Court may at the instance of either party order the attendance for cross-examination of the

declarant.

Such attendance shall be in Court, unless the declarant is exempted under this Code from personal appearance in Court, or the Court otherwise directs.

196. Affidavits shall be confined to such facts as the declarant is able of his own knowledge to prove, except on interlocutory applications, on which statements of his belief may be admitted, provided that reasonable grounds thereof be set forth.

The costs of every affidavit which shall unnecessarily set forth matters of hearsny or argumentative matter, or copies of or extracts from documents, shall (unless the Court otherwise directs) be paid by the party producing the same.

Oath of declarant by whom to be administered. 197. In the case of any affida-

- (a) any Court or Magistrate, or
- (b) any officer whom a High Court may appoint in this behalf, or
- (6) any officer appointed by any other Court which the local Government has generally or specially empowered in this behalf,

may administer the oath of the declarant.

CHAPTER XVII.

OF JUDGMENT AND DECREE.

- Judgment when pronounced.

 The Court, after the evidence has been duly taken
 and the parties have been heard either
 in person or by their respective pleaders or recognized agents, shall pronounce judgment in open Court, either at once or on some
 future day, of which due notice shall be given to the parties
 or their pleaders.
- 199. A Judge may pronounce a judgment written by his predecessor, but not pronounced, and in such case he shall not be bound by Judge's predecessor.

 199. A Judge may pronounce a judgment written by his predecessor, but not pronounced, and in such case he shall not be bound by section 198, except as to giving notice.
- 200. The judgment shall be written in the language of the Court, or in English, or in the Judge's mother-tongue.
- 201. Whenever the judgment is written in any language other than that of the Court, the Translation of judg- judgment shall, if any of the parties so require, be translated into the language of the Court, and the translation shall also be signed by the Judge or such officer as he appoints in this behalf.
- 202. The judgment shall be dated and signed by the Judgment to be dated Judge in open Court at the time of pronouncing it, and shall not be altered or added to, save to correct verbal errors or to supply some accidental defect not affecting a material part of the case, or on review.
- 203. The judgments of the Courts of Small Causes need not Judgments of Small contain more than the points for determination and the decision thereupon.

The judgments of all other Courts shall contain a concise

Judgments of other statement of the case, the points for Courts.

determination, the decision thereon, and the reasons for such decision.

Court to state its decision on each issue.

In suits in which issues have been framed, the Court shall state its finding or decision, with the reasons thereof, upon each separate issue, unless the finding upon any one or more of the issues be suffi-

Exception.

cient for the decision of the suit.

The decree shall bear date the day on which the 205. judgment was pronounced; and when Date of decree. the Judge has satisfied himself that the decree has been drawn up in accordance with the judgment, he shall sign the decree.

The decree must agree with the judgment: it shall contain the number of the suit, the Contents of decree. names and descriptions of the parties, and particulars of the claim, as stated in the register, and shall specify clearly the relief granted or other determination of the suit.

The decree shall also state the amount of costs incurred in the suit, and by what parties and in what proportions such costs are to be paid.

If the decree is found to be at variance with the judgment, or if any clerical or arithmetical Power to amend decree. error be found in the decree, the Court shall, of its own motion or on that of any of the parties, amend the decree so as to bring it into conformity with the judgment or to correct such error: provided that reasonable notice have been given to the parties or their pleaders of the proposed amendment.

207. When the subject-matter of the suit is immoveable property, and such property is identi-Decree for recovery of fied by boundaries or numbers in a portion of immoveable property. record of settlement or survey, if the decree be for the recovery of a portion only of such property, it shall specify the boundaries or number of such portion.

- 208. When the suit is for moveable property, if the decree Decree for delivery of be for the delivery of such property, moveable property. it shall also state the amount of money to be paid as an alternative if delivery cannot be had.
- 209. When the suit is for a sum of money due to the In suits for money, plaintiff, the Court may, in the decree, decree may order certain interest to be paid on principal sum adjudged. order interest at such rate as the Court deems reasonable to be paid on the principal sum adjudged, from the date of the suit to the date of the decree, in addition to any interest adjudged on such principal sum for any period prior to the institution of the suit, with further interest at such rate as the Court deems reasonable on the aggregate sum so adjudged, from the date of the decree to the date of payment, or to such earlier date as the Court thinks fit.
- 210. In all decrees for the payment of money the Court may, for any sufficient reason, order that the amount shall be paid by instalments, with or without interest.

And after the passing of any such decree the Court may, when Court may order on the application of the judgment-payment by instalments. debtor, and with the consent of the decreeholder, order that the amount decreed be paid by instalments on such terms as to the payment of interest, the attachment of the property of the defendant, or the taking of security from him, or otherwise, as it thinks fit:

Save as provided in this section and section 206, no decree shall be altered at the request of parties.

In suits for land, Court may decree payment of mesne profits with interest.

In suits for land, Court ing rent or other profit, the Court may provide in the decree for the payment of rent or mesne profits in respect of such property from the institution of the suit until the delivery of possession to the party in whose favour the decree is

made, or until the expiration of three years from the date of the decree (whichever event first occurs), with interest thereupon at such rate as the Court thinks fit.

Explanation.—' Mesne profits' of property mean those profits which the person in wrongful possession of such property actually received, or might with ordinary diligence have received, therefrom.

Court may determine amount of mesne profits prior to passing decree, or may reserve inquiry. The institution of the suit, and the amount of such profits is disputed, the Court may either determine the amount by the decree itself, or may pass a decree for the property and direct an inquiry into the amount of mesne profits, and dispose of the same on further orders.

213. When the suit is for an account of any property and for its due administration under the decree of the Court, the Court, before making the decree, shall order such accounts and inquiries to be taken and made, and give such other directions as it thinks fit.

In the administration by the Court of the property of any person who dies after this Code comes into force, if such property proves to be insufficient for the payment in full of his debts and liabilities, the same rules shall be observed as to the respective rights of secured and unsecured creditors and as to debts and liabilities provable, and as to the valuation of annuities and future and contingent liabilities respectively, as may be in force for the time being with respect to the estates of persons adjudged insolvent;

And all persons who in any such case would be entitled to be paid out of such property may come in under the decree for its administration, and make such claims against the same as they may respectively be entitled to by virtue of this Code. Applications under section 265 of the Indian Contract Act, 1872, shall be deemed to be suits within the meaning of this section.

- Suit to enforce right in respect of a particular sale of proof pre-emption.

 perty, and the Court finds for the
 plaintiff, if the amount of purchase-money has not been paid
 into Court, the decree shall specify a day on or before which
 it shall be so paid, and shall declare that on payment of such
 purchase-money, together with the costs (if any) decreed
 against him, the plaintiff shall obtain possession of the property, but that if such money and costs are not so paid, the
 suit shall stand dismissed with costs.
- 215. When the suit is for the dissolution of a partnership,

 Suit for dissolution of the Court, before making its decree, partnership.

 may pass an order fixing the day on which the partnership shall stand dissolved, and directing such accounts to be taken and other acts to be done as it thinks fit.
- 216. If the defendant has set-off the amount of a debt against the claim of the plaintiff, and such set-off has been allowed, the decree shall state what amount is due to the plaintiff and what amount (if any) is due to the defendant, and shall be for the recovery of any sum which appears to be due to either party.

The decree of the Court with respect to any sum awarded to the defendant shall have the same effect, and be subject to the same rules in respect of appeal or otherwise, as if such sum had been claimed by the defendant in a separate suit against the plaintiff.

217. Certified copies of the judgment and decree shall

Certified copies of decree and judgment to be tion to the Court, and at their exfurnished.

pense.

CHAPTER XVIII.

OF Costs.

218. When disposing of any application under this Code
the Court may give to either party the
costs of applications.

costs of such application, or may reserve the consideration of such costs for any future stage
of the proceedings.

Judgment to direct by whom the costs of each party are to be paid, whether by himself or by any other party to the suit, and whether in whole or in what part or proportion.

220. The Court shall have full power to give and apporpower of Court as to tion costs of every application and suit in any manner it thinks fit, and the fact that the Court has no jurisdiction to try the case is no bar to the exercise of such power:

Provided if the Court directs that the costs of any application or suit shall not follow the event, the Court shall state its reasons in writing.

221. The Court may direct that the cost payable to one party by another shall be set-off against sum admitted or against a sum which is admitted or is found to be due. found in the suit to be due from the former to the latter,

but such direction shall not affect the lien upon the amount decreed of any pleader in respect of the costs payable to him under the decree.

222. The Court may give interest on costs at any rate not exceeding six per cent. per Interest on costs.

Payment of costs out annum, and may direct that costs, of subject matter.

with or without interest, be paid out of or charged upon the subject-matter of the suit.

CHAPTER XIX.

OF THE EXECUTION OF DECREES.

A .- Of the Court by which Decrees may be executed.

Court by which decree which passed it or by the Court to may be executed. which it is sent for execution under the provisions hereinafter contained.

The Court which passed a decree may, on the application of the decreeholder, send it for execution to another Court,

- (a) if the person against whom the decree is passed actually and voluntarily resides or carries on business, or personally works for gain, within the local limits of the jurisdiction of such other Court, or
 - (b) if such person has not property within the local limits of the jurisdiction of the Court which passed the decree sufficient to satisfy such decree and has property within the local limits of the jurisdiction of such other Court, or
 - (c) if the decree direct the sale of immoveable property situate outside the district within which the Court which passed it is situate, or
- (d) if the Court which passed the decree considers for any other reason, which it shall record in writing, that the decree should be executed by such other Court.

The Court which passed a decree may of its own motion send it for execution to any Court subordinate thereto.

The Court to which a decree is sent under this section for execution shall certify to the Court which passed it the fact of such execution, or where the former Court fails to execute the same, the circumstances attending such failure.

If the decree has been passed in a case cognizable by a Court of Small Causes, and the Court, which passed it wishes

it to be executed in Calcutta, Madras, Bombay, or Rangoon, such Court may send to the local Court of Small Causes the copies and certificate respectively mentioned in clauses (a), (b), and (c) of section 224; and such Court of Small Causes shall thereupon execute the decree as if it had been passed by itself.

If the Court to which a decree is to be sent for execution is situate within the same district as the Court which passed such decree, such Court shall send the same directly to the former Court. But if the Court to which the decree is to be sent for execution is situate in a different district, the Court which passed it shall send it to the District Court of the district in which the decree is to be executed.

Procedure when Court desires that its own decree shall be executed by another Court.

224. The Court sending a decree for execution under section 223 shall send therewith

- (a) a copy of the decree;
- (b) a certificate setting forth that satisfaction of the decree has not been obtained by execution within the jurisdiction of the Court by which it was passed, or, where the decree has been executed in part, the extent to which satisfaction has been obtained and what part of the decree remains unexecuted; and
- (c) a copy of any order for the execution of the decree, and if no such order has been made, a certificate to that effect.
- 225. The Court to which a decree is so sent shall cause such copies and certificate to be filed, without any further proof of the dewithout proof.

 cree or order for execution, or of the copies thereof, or of the jurisdiction of the Court which

the copies thereof, or of the jurisdiction of the Court which passed it, unless the former Court, for any special reasons to be recorded under the hand of the Judge, requires such proof.

226. When such copies are so filed, the decree or order may, if the Court to which it is sent be the District Court, be executed by such Court which it directs to execute the same.

227. If the Court to which the decree is sent for execution by High Court of decree transmitted by other Court.

tion be a High Court, the decree shall be executed by such Court in the same manner as if it had been made by such Court in the exercise of its ordinary original civil jurisdiction.

Appeal from orders for execution of decrees of other Courts.

Appeal from orders for execution of decrees of other Courts.

Chapter shall have the same powers in executing such decree as if it had been passed by itself. All persons disobeying or obstructing the execution of the decree shall be punishable by such Court in the same manner as if it had passed the decree. And its orders in executing such decree shall be subject to the same rules in respect of appeal, as if the decree had been passed by itself.

Decrees of Courts established by the authority of the Governor-General in Council in the territories of any Native Prince or State in India, which cannot be executed within the jurisdiction of the Court by which it was made, may be executed in manner herein provided within the jurisdiction of any Court in British India.

B .- Of Application for Execution.

230. When the holder of a decree desires to enforce it,

Application for execution. he shall apply to the Court which
passed the decree or to the officer, if
any, appointed in this behalf, or if the decree has been sent
under the provisions hereinbefore contained to another Court,
then to such Court or to the proper officer thereof.

The Court may in its discretion refuse execution at the same time against the person and property of the judgment-debtor.

Where an application to execute a decree for the payment of money or delivery of other property has been made under this section and granted, no subsequent application to execute the same decree shall be granted unless the Court is satisfied that on the last preceding application due diligence was used to procure complete satisfaction of the decree; and the order of the Court granting any such subsequent application shall be conclusive evidence that due diligence was used to procure such satisfaction.

And no such subsequent application shall be granted after the expiration of twelve years from any of the following dates (namely)—

- (a) the date of the decree sought to be enforced, or of the decree (if any) on appeal affirming the same, or
- (b) where the decree or any subsequent order directs the payment of money or the delivery of property by instalments,—the date of the default in paying or delivering the instalment in respect of which the applicant seeks to enforce the decree.

Nothing in this section shall prevent the Court from granting an application for execution of a decree after the expiration of the said term of twelve years, where the judgment-debtor has by fraud or force prevented the execution of the decree at some time within twelve years immediately before the date of the application.

Notwithstanding anything herein contained, proceedings may be taken to enforce any decree within three years after the passing of this Code, unless when the period prescribed for taking such proceedings by the law in force immediately before the passing of this Code shall have expired before the completion of the said three years.

231. If a decree has been passed jointly in favour of
Application by joint more persons than one, any one or
decreeholder. more of such persons, or his or their
representatives, may apply for the execution of the whole
decree for the benefit of them all, or, where any of them has
died, for the benefit of the survivors and the representative
in interest of the deceased.

If the Court sees sufficient cause for allowing the decree to be executed on an application so made, it shall pass such order as it deems necessary for protecting the interests of the persons who have not joined in the application.

Application by transferee of decree.

Application by transferee of decree.

or by operation of law from the decreeholder to any other person, the
transferree may apply for its execution to the Court which
passed it; and if that Court thinks fit, the decree may be
executed in the same manner and subject to the same conditions as if the application were made by such decreeholder:

Provided that where the decree has been transferred by assignment notice in writing of such application shall be given to the transferor and the judgment-debtor, and the decree shall not be executed until the Court has heard their objections (if any) to such execution:

Provided also that where a decree against several persons has been transferred to one of them, it shall not be executed against the others.

233. Every transferee of a decree shall hold the same sub-Transferee to hold ject to the equities (if any) which the subject to equities enforceable against original judgment-debtor might have enforced holder. against the original decreeholder.

234. If a judgment-debtor dies before the decree has been fully executed, the holder of the before execution, application may be made against decree may apply to the Court which passed it to execute the same against the legal representative of the decreesed.

Such representative shall be liable only to the extent of the property of the deceased which has come to his hands and has not been duly disposed of; and for the purpose of ascertaining such liability, the Court executing the decree may of its own motion, or on the application of the decreeholder, compel the said representative to produce such accounts as it thinks fit.

Contents of application be in writing, verified in manner herefor execution of decree. inbefore provided for the verification
of plaints, and shall contain in a tabular form the following
particulars (namely)—

- (a) the number of the suit;
- (b) the names of the parties;
- (c) the date of the decree;
- (d) whether any appeal has been preferred from the decree;
- (e) whether any, and what, adjustment of the matter in dispute has been made between the parties subsequently to the decree;
- (f) whether any, and what, previous applications have been made for execution of the decree, and with what result;
- (g) the amount of the debt or compensation, with the interest, if any, due upon the decree, or other relief granted thereby;
- (h) the amount of costs, if any, awarded;
- (i) the name of the person against whom the enforcement of the decree is sought; and
- (j) the mode in which the assistance of the Court is required, whether by the delivery of property specifically decreed, by the arrest and imprisonment of the person named in the application, or by the

attachment of his property, or otherwise as the nature of the relief sought may require.

Application for atmoveable property belonging to the tachment of moveable property to be accompanied with inventory.

The application for atmoveable property belonging to the property to be accompanied with inventory.

Sion, the decreeholder shall annex to the application an inventory of the property to be attached, containing a reasonably accurate description of the same.

237. If the application be for the attachment of any immoveable property belonging to the moveable property belonging to the judgment-debtor, it shall contain at the attachment of immoveable property. foot a description of the property sufficient to identify it, and also a speci-

fication of the judgment-debtor's share or interest therein to the best of the belief of the applicant and so far as he has been able to ascertain the same.

Every such description and specification shall be verified in manner hereinbefore provided for the verification of plaints.

When application must be accompanied by extract from Collector's register.

When application must be accompanied by extract from Collector's register.

shall be accompanied by an authenticated extract from the register of such office, specifying the persons registered

as proprietors of, or as possessing any transferable interest in, the land or its revenue, or as liable to pay revenue for such land, and the shares of the registered proprietors.

C .- Of staying Execution.

239. The Court to which a decree has been sent for execution under this chapter shall, upon sufficient cause being shown, stay the execution of such decree for a reasonable time, to enable the judgment-debtor to apply to the Court by which the decree was made, or to any Court having

appellate jurisdiction in respect of the decree or the execution thereof, for an order to stay the execution, or for any other order relating to the decree or execution which might have been made by such Court of first instance or appellate Court if execution had been issued thereby, or if application for execution had been made thereto;

and in case the property or person of the judgment-debtor has been seized under an execution, the Court which issued the execution may order the restitution or discharge of such property or person pending the result of the application for such order.

Power to require security from, or impose conditions upon, judgment-debtor, or impose such security from, or impose such conditions upon, the judgment-debtor as it thinks fit.

241. No discharge under section 239 of the property or

Liability of judgmentdebtor discharged to be prevent it or him from being retaken in execution of the decree sent for execution.

Order of Court passing decree or of appellate Court to be binding upon the Court to which the decree was sent for execution.

243. If a suit be pending in any Court against the holder of a decree of such Court, on the part of the person against whom the decree was passed, the Court may (if it think fit) stay execution on the decree, either absolutely or on such terms as it thinks fit, antil the pending suit has been decided.

D .- Questions for Court executing decree.

- Question to be decided order of the Court executing a decree by Court executing and not by separate suit (namely)—
- (a) questions regarding the amount of any mesne profits as to which the decree has directed inquiry;
- (b) questions regarding the amount of any mesne profits or interest which the decree has made payable in respect of the subject-matter of a suit between the date of its institution and the execution of the decree, or the expiration of three years from the date of the decree;
- (c) any other questions arising between the parties to the suit in which the decree was passed, or their representatives, and relating to the execution of the decree.

Nothing in this section shall be deemed to bar a separate suit for mesne profits accruing between the institution of the first suit and the execution of the decree therein, where such profits are not dealt with by such decree.

E. - Of the mode of executing Decrees.

Procedure on receiving an application for the exprocedure on receiving application for exercising application of exercising application of section 235, or such of them as may be applicable to the case, and whether it is accompanied by the inventory mentioned in section 236, and if such particulars or inventory are or is wanting, it shall reject the application or return it for amendment or for the addition of the inventory, as the case may be, or amend it then and there. Every amendment made under this section shall be attested by the signature of the Judge.

When the application is admitted, the Court shall enter in

the register of the suit a note of the application and the date on which it was made, and shall order execution of the decree according to the nature of the application:

Provided that, in the case of a decree for money, the value of the property attached shall as nearly as may be correspond with the amount for which the decree has been made.

246. If cross-decrees between the same parties for the Cross-decrees.

payment of money be produced to the Court, execution shall be taken out only by the party who holds a decree for the larger sum, and for so much only as remains after deducting the smaller sum, and satisfaction for the smaller sum shall be entered on the decree for the larger sum as well as satisfaction on the decree for the smaller sum.

If the two sums be equal, satisfaction shall be entered upon both decrees.

Explanation I.—The decrees contemplated by this section are (a) decrees made by the same Court, (b) decrees sent to the same Court for execution, and (c) decrees of which one is made by the Court and the other is sent to the same Court for execution; but not (d) decrees of which one is made by one Court and the other is made by another Court, and not sent for execution to the former Court.

Explanation II.—This section applies where either party is an assignee of one of the decrees and as well in respect of judgment-debts due by the original assignor as by the assignee himself.

Explanation III.—This section does not apply unless

- (e) both decrees are capable of execution at the same time;
- (f) the decreeholder in one of the suits in which the decrees have been made is the judgment-debtor in the other and each party fills the same character in both suits; and
 - (g) the sams due under the decrees are definite.

Illustrations.

- (a) A holds a decree against B for Rs. 1,000. B holds a decree against A for the payment of Rs. 1,000. In case A fails to deliver certain goods at a future day, B cannot treat his decree as a cross-decree under this section.
- (b) A and B, co-plaintiffs, obtain a decree for Rs. 1,000 against C, and C obtains a decree for Rs. 1,000 against B. C cannot treat his decree as a cross-decree under this section.
- (c) A obtains a decree against B for Rs. 1,000. C, who is a trustee for B, obtains a decree on behalf of B against A for Rs. 1,000. B cannot treat C's decree as a cross-decree under this section.
- 247. When two parties are entitled under the same Cross-claims under decree to recover from each other same decree. sums of different amounts, the party entitled to the smaller sum shall not take out execution against the other party, but satisfaction for the smaller sum shall be entered on the decree.

When the amounts are equal, neither party shall take out execution, but satisfaction for each sum shall be entered on the decree.

- Notice to show cause why decree should not be executed.

 Whom execution is applied for, requiring him to show cause, within a period to be fixed by the Court, why the decree should not be executed against him.
- (a) if more than one year has elapsed between the date of the decree and the application for its execution, or
- (b) if the enforcement of the decree be applied for against the legal representative of a party to the suit in which the decree was made:

Proviso. Provided that no such notice shall be necessary

in consequence of more than one year having elapsed between the date of the decree and the application for execution, if the application be made within one year from the date before the amount due from him under the decree has been ascertained, be attached as in the case of an ordinary decree for money.

Power to direct immediate execution of decree for money not exceeding Rs. 1,000.

The Court may, when passing the decree, on the oral application of the decreeholder, order immediate execution thereof by the issue of a warrant directed either against the person of the judgment-debtor if he is within the local limits of the jurisdiction of the Court, or against his moveable property within the same limits.

Modes of paying money 257. All money payable under under decree.

a decree shall be paid as follows (namely)—

- (a) into the Court whose duty it is to execute the decree; or
- (b) out of Court to the decreeholder; or
- (c) otherwise as the Court which made the decree directs.
- 258. If the money is paid out of Court or the decree is otherwise adjusted to the satisfaction of Court to decreeholder.

 Payment of money out of Court to decreeholder.

 Payment of decreeholder, he shall certify the payment or adjustment to the Court

whose duty it is to execute the decree; and no satisfaction of a decree in part or in whole by such payment or adjustment shall be recognized by such Court unless the payment or adjustment be certified as aforesaid. Where the decreeholder fails to certify as aforesaid, the judgment-debtor may apply to such Court for an order directing the decreeholder to certify as aforesaid, and the Court, after hearing the decreeholder, may make such order, and if the decreeholder disobeys the same, may refuse further to execute the decree.

259. If the decree be for any specific moveable, or for any share in a specific moveable, or for moveables or recovery of the recovery of a wife, it may be enforced by the seizure, if practicable,

of the moveable or share, and by the delivery thereof to the party to whom it has been adjudged, or to such person as he appoints to receive delivery on his behalf, or by the imprisonment of the judgment-debtor, or by attaching his property and keeping the same under attachment until the further order of the Court, or by both imprisonment and attachment, if necessary.

No attachment under this section shall remain in force for more than six months, at the end of which time, if the judgment-debtor has not obeyed the decree, the property attached may be sold, and out of the proceeds the Court may award to the decreeholder such compensation as it thinks fit, and pay the balance, if any, to the judgment-debtor on his application.

Decree for specific performance of a contract, or for restitution of conjugal rights, or for the performance of any other particular act, has been made, has had an opportunity of obeying the decree or injunction and has wilfully failed to obey it, the decree may be enforced by his imprisonment, or by the attachment of his property, or by both.

No attachment under this section shall remain in force for more than one year, at the end of which time, if the judgment-debtor has not obeyed the decree, the property attached may be sold and out of the proceeds the Court may award to the decreeholder such compensation as it thinks fit, and may pay the balance, if any, to the judgment-debtor on his application.

Decree for execution of a conveyance, or for the endorsement of a negotiable instrument, and the judgment-debtor neglects or refuses to conveyance.

decree, the decreeholder may prepare

the draft of a conveyance or endorsement in accordance with the terms of the decree, and deliver the same to the Court. The Court shall thereupon cause the draft to be served on the judgment-debtor in manner hereinbefore provided for serving a summons, together with a notice in writing stating that his objections, if any, thereto shall be made within such time (mentioning it) as the Court fixes in this behalf.

The decreeholder may also tender a duplicate of the draft to the Court for execution upon the proper stamp-paper, if a stamp is required by law.

On proof of such service, the Court, or such officer as it appoints in this behalf, shall execute the duplicate so tendered, or may, if necessary, alter the same, so as to bring it into accordance with the terms of the decree, and execute the duplicate so altered:

Provided that if any party object to the draft so served as aforesaid, his objections shall, within the time so fixed, be stated in writing and argued before the Court, and the Court shall thereupon pass such order as it thinks fit, and execute, or alter and execute, the duplicate in accordance therewith.

Form and effect of execution of conveyance or the endorsement of a negotiable instrument by the Court under the last preceding section may be in the following form: "C.

D., Judge of the Court of (or as the case may be), for A. B., in a suit by E. F., against A. B.," or in such

other form as the High Court may from time to time prescribe, and shall have the same effect as the execution of the conveyance or endorsement of the instrument by the party ordered to execute or endorse the same.

263. If the decree be for the delivery of any immoveable Decree for immoveable property, possession thereof shall be property. delivered over to the party to whom it has been adjudged, or to such person as he appoints to receive delivery on his behalf, and, if need be, by removing any person bound by the decree who refuses to vacate the property.

Delivery of immoveable property when in occupancy of tenant or other person entitled to occupy the same, the Court shall order delivery to be made by affixing a copy of the warrant in some conspicuous place on the property, and proclaiming to the occupant by beat of drum, or in such other mode as is customary, at some convenient place, the substance of the decree in regard to the property:

Provided that if the occupant can be found, a notice in writing containing such substance shall be served upon him, and in such case no proclamation need be made.

265. If the decree be for the partition or for the separate Partition of estate or possession of a share of an undivided estate paying revenue to Government, the partition of the estate or the separation of the share shall be made by the Collector.

F.—Of Attachment of Property.

The following property is liable to attachment and sale in execution of a decree (name-Property liable to atly), lands, houses or other buildings, tachment and sale in execution of decree. goods, money, bank-notes, cheques, bills of exchange, hundis, promissory notes, Government securities, bonds or other securities for money, debts, shares in the capital or joint-stock of any railway, banking or other public company or corporation, and, except as hereinafter mentioned, all other saleable property, moveable or immoveable, belonging to the judgment-debtor, or over which, or the profits of which, he has a disposing power which he may exercise for his own benefit, and whether the same be held in the name of the judgment-debtor or by another person in trust for him or on his behalf:

Provided that the following particulars shall not be liable to such attachment or sale (namely)—

- (a) the necessary wearing apparel of the judgment-debtor, his wife and children:
- (b) tools of artizans, implements of husbandry, and such cattle as may in the opinion of the Court be necessary to enable the judgment-debtor to earn his livelihood as an agriculturist:
- (c) the materials of houses and other buildings belonging to and occupied by agriculturists:
- (d) books of account:
- (e) mere rights to sue for damages:
- (f) any right of personal service:
- (g) stipends allowed to military and civil pensioners of Government, and political pensions:
- (h) one moiety of the salary of a public officer or of the servant of a railway company:
- (i) the pay and allowances of persons to whom the Native Articles of War apply:
- (j) the wages of labourers and domestic servants:
- (k) an expectancy of succession by survivorship or other merely contingent or possible right or interest:
- (1) a right to future maintenance.

Explanation.—The particulars mentioned in clauses (g), (h), (i), and (j) are exempt from attachment or sale whether before or after they are actually payable:

Provided also that nothing in this section shall be deemed

- (a) to exempt the materials of houses and other buildings from attachment or sale in execution of decrees for rent, or
- (b) to affect the statute for the time being in force for punishing mutiny and desertion and for the better payment of the army and their quarters.

Power to summon and examine persons as to property liable to be seized in satisfaction of the decree and may require the person summoned to produce any document in his possession or power relating to such property, and before issuing the summons of its own motion, shall declare the person on whose behalf the summons is so issued.

- 268. In the case of (a) a debt not secured by a negotiable

 Attachment of debt, instrument, (b) a share in the capital share, and other property of any public company or corporation, judgment-debtor.

 (c) other moveable property not in the possession of the judgment-debtor, except property deposited in, or in the custody of, any Court, the attachment shall be made by a written order prohibiting,
- (a) in the case of the debt, the creditor from recovering the debt, and the debtor from making payment thereof until the further order of the Court:
- (b) in the case of the share, the person in whose name the share may be standing from transferring the same or receiving any dividend thereon:
- (c) in the case of the other moveable property, except as aforesaid, the person in possession of the same from giving it over to the judgment-debtor.

A copy of such order shall be fixed up in some conspicuous part of the Court-house, and another copy of the same shall be sent in the case of the debt to the debtor, in the case of the share to the proper officer of the company or corporation, and in the case of the other moveable property (except as aforesaid) to the person in possession of the same.

A debtor prohibited under clause (a) of this section may pay the amount of his debt into Court, and such payment shall discharge him as effectually as payment to the party entitled to receive the same. No attachment under this section shall remain in force for more than six months, at the end of which time, if the judgment-debtor has not obeyed the decree, the property attached may be sold, and out of the proceeds the Court may award to the decreeholder such compensation as it thinks fit, and pay the balance, if any, to the judgment-debtor on his application.

269. If the property be moveable property in the possession of the judgment-debtor, other

Attachment of moveable property in possession of defendant. than the property mentioned in the first proviso to section 266, the attachment shall be made by actual seizure,

and the attaching officer shall keep the property in his own custody or in the custody of one of his subordinates, and shall be responsible for the due custody thereof:

Provided that when the property seized is subject to speedy and natural decay, or when the expense of keeping it in custody will exceed its value, the proper officer may sell it at once.

The local Government may from time to time make rules

Power to make rules for the maintenance and custody,
while under attachment, of live-stock and other moveable property, and the
officer attaching property under this section shall, notwithstanding the provisions of the former part of this section, act in accordance with such rules.

270. If the property be a negotiable instrument not in

deposit in a Court, the attachment shall be made by actual seizure, and the instrument shall be brought into Court and held subject to the further orders of the Court.

271. If the person executing any process under this Seizure of property in Code directing or authorizing seizure house. Of moveable property, has gained access to a house or other building, he may unfasten and open-

the door of any room in which he has reason to believe any such property to be:

Provided that if the room be in the actual occupancy of a Seizure of property in woman who, according to the customs zanánás. Of the country, does not appear in public, the person executing the process shall give notice to her that she is at liberty to withdraw; and after allowing a reasonable time for such woman to withdraw, and giving her every reasonable facility for withdrawing, he may enter such room for the purpose of seizing the property, using at the same time every precaution, consistent with these provisions, to prevent its clandestine removal.

Attachment of property deposited in Court or with Government officer.

Attachment of property deposited in Court or with Government officer.

The attachment shall be made by a notice to such Court or officer, requesting that such property, and any interest or dividend becoming payable thereon, may be held subject to the further orders of the Court from which the notice issues:

Provided that if such property is deposited in, or is in the custody of, a Court, any question of title or priority arising between the decreeholder and any other person, not being the judgment-debtor, claiming to be interested in such property by virtue of any assignment, attachment, or otherwise, shall be determined by such Court.

273. If the property be a decree for money passed by Attachment of decree the Court which passed the decree for money. sought to be executed, the attachment shall be made by an order of the Court directing the proceeds of the former decree to be applied in satisfaction of the latter decree.

If the property be a decree for money passed by any other Court, the attachment shall be made by a notice in writing to such Court under the hand of the Judge of the Court which passed the decree sought to be executed, requesting the former Court to stay the execution of its decree, until such notice is cancelled by the Court from which it was sent. The Court receiving such notice shall stay execution accordingly, unless and until

- (a) the Court which passed the decree sought to be executed cancels the notice, or
- (b) the holder of the decree sought to be executed applies to the Court receiving such notice to execute its own decree.

On receiving such application, the Court shall proceed to execute the decree and apply the proceeds in satisfaction of the decree sought to be executed.

In the case of all other decrees the attachment shall be made by a notice in writing, under the hand of the Judge of the Court which passed the decree sought to be executed to the holder of the decree sought to be attached.

executed to the holder of the decree sought to be attached, prohibiting him from transferring or charging the same in any way; and, when such decree has been passed by any other Court, also by sending to such Court a like notice in writing to abstain from executing the decree sought to be attached until such notice is cancelled by the Court from which it was sent. Every Court receiving such notice shall give effect to the same until it is so cancelled.

The holder of any decree attached under this section shall

Decreeholders to give be bound to give the Court executing information.

the same such information and aid as may reasonably be required.

Attachment of im- shall be made by an order prohibiting moveable property. the judgment-debtor from transferring or charging the property in any way, and all persons from receiving the same from him by purchase, gift, or otherwise.

The order shall be proclaimed at some place on or adjacent to such property by beat of drum or other customary mode, and a copy of the order shall be fixed up in a conspicuous part of the property and of the Court-house.

When the property is land paying revenue to Government, a copy of the order shall also be fixed up in the office of the Collector of the district in which the land is situate.

275. If the amount decreed with costs and all charges

Order for withdrawal of attachment after satisfaction of decree. and expenses resulting from the attachment of any property be paid into Court, or if satisfaction of the decree

be otherwise made through the Court, or if the decree is set aside or reversed, an order shall be issued, on the application of any person interested in the property, for the withdrawal of the attachment.

276. When an attachment has been made by actual

Private alienation of property after attachment to be void.

seizure or by written order duly intimated and made known in manner aforesaid, any private alienation of

the property attached, whether by sale, gift, mortgage, or otherwise, and any payment of the debt or dividend or a delivery of the share to the judgment-debtor during the continuance of the attachment, shall be void as against all claims enforceable under the attachment.

277. If the property attached is coin or currency notes,

Court may direct coin or currency notes attached to be paid to party entitled. the Court may, at any time during the continuance of the attachment, direct that such coin or notes, or a part thereof sufficient to satisfy the decree,

be paid over to the party entitled under the decree to receive the same.

278. If any claim be preferred to, or any objection be Investigation of claims to and objections to attachment of attachment of attachment of attachment of a deperty.

perty attached in execution of a deperty.

. ..

is not liable to such attachment, the Court shall proceed to investigate the claim or objection with the like power as regards the examination of the claimant or objector, and in all other respects, as if he was a party to the suit:

Provided that no such investigation shall be made where the Court considers that the claim or objection was designedly or unnecessarily delayed.

If the property to which the claim or objection applies

Postponement of sale.

has been advertised for sale, the Court

ordering the sale may postpone it

pending the investigation of the claim or objection.

Evidence to be adduced by claimant.

Evidence to be adduced by claimant.

Evidence to be adduced ment he had some interest in, or was possessed of, the property attached.

Release of property from attachment.

Release of property from the reason stated in the claim or objection, such property was not, when attached, in the possession of the judgment for in the occupancy of a tenant or other person paying rent to him, or that, being in the possession of the judgment debtor at such time, it was so in his possession, not on his own account or as his own property, but on account of or in trust for some other person, or partly on his own account and partly on account of some other person, the Court shall pass an order for releasing the property whelly or to such extent as it thinks fit from attachment.

281. If the Court is satisfied that the property was, at Disallowance of claim the time it was attached, in possesto release of property sion of the judgment-debtor as his own property, and not on account of any other person, or was in the possession of some other person in trust for him, or in the occupancy of a tenant or

other person paying rent to him, the Court shall disallow the claim.

282. If the Court is satisfied that the property is subject

Continuance of attach—
to a mortgage or lien in favour of
some person not in possession, and
thinks fit to continue the attach—
ment, it may do so, subject to such mortgage or lien.

283. The party against whom an order under section Saving of suits to establish right to attached property.

280, 281, or 282, is passed may institute a suit to establish the right which he claims to the property in dispute, but subject to the result of such suit, if any, the order shall be conclusive.

Power to order property attached to be sold, and
proceeds be paid to person entitled.

been attached, or such portion thereof
as may seem necessary to satisfy the
decree, shall be sold, and that the
proceeds of such sale, or a sufficient portion thereof, shall
be paid to the party entitled under the decree to receive
the same.

Property attached in has been attached in execution of decrees of decrees of more Courts than one, the several Courts.

Court which shall receive or realize such property and shall determine any claim thereto and any objection to the attachment thereof shall be the Court of highest grade, or where there is no difference in grade between such Courts, the Court under whose decree the property was first attached.

G .- Of Sale and Delivery of Property.

(a.) - General Rules.

286. Sales in execution of decrees shall be conducted by Sales by whom con- an officer of the Court or by any ducted and how made. other person whom the Court may

appoint, and, except as provided in section 296, shall be made by public auction in manner hereinafter mentioned.

- 287. When any property is ordered to be sold by public Proclamation of sales auction in execution of a decree, the by public auction. Court shall cause a proclamation of the intended sale to be made in the language of such Court. Such proclamation shall state the time and place of sale; and shall specify as fairly and accurately as possible—
 - (a) the property to be sold;
 - (b) the revenue assessed upon the estate or part of the estate, when the property to be sold is an interest in an estate or a part of an estate paying revenue to Government;
 - (c) any incumbrance to which the property is liable;
 - (d) the amount for the recovery of which the sale is ordered; and
 - (e) every other thing which the Court considers material for the purchaser to know in order to judge of the nature and value of the property.

For the purpose of ascertaining the matters so to be specified, the Court may summon any person whom it thinks necessary, and examine him in respect to any such matters, and require him to produce any document in his possession or power relating thereto.

The High Court shall, as soon as may be after this Code
Rules to be made by comes into force, make rules for the
High Court.

guidance of the Courts in exercise of
their duties under this section. The High Court may from
time to time alter any rules so made. All such rules shall
be published in the local official Gazette and shall thereupon
have the force of law. As regards his own Court and the
Court of Small Causes at Rangoon, the Recorder of Rangoon
shall be deemed to be a 'High Court' within the meaning of
this paragraph.

Nothing in this section shall apply to cases in which the execution of the decree has been transferred to the Collector.

288. No judge or other public officer shall be answerable Indemnity of judges, for any error, misstatement or omission in any proclamation under section 287, unless the same has been committed or made dishonestly.

289. The proclamation shall be made, in manner pre-Mode of making proclamation. scribed by section 274, on the spot where the property is attached.

If the Court so direct, such proclamation shall also be published in the local official Gazette and in some local newspaper, and the costs of such publication shall be deemed to be costs of the sale.

290. Except in the case of property mentioned in the proviso to section 269, no sale under this chapter shall, without the consent in writing of the judgment-debtor, take place until after the expiration of at least thirty days in the case of immoveable property, and of at least fifteen days in the case of moveable property, calculated from the date on which the notification has been affixed in the Court-house of the Judge ordering the sale.

291. The officer conducting any sale under this chapter may in his discretion adjourn the sale, Power to adjourn sale. recording his reasons for such adjournment: Provided that when the sale is made in or within the precincts of the Court-house no such adjournment shall be made without the leave of the Court. Every such sale shall be stopped if, before the Stoppage of sale on ten-der of debt and costs, or lot is knocked down, the debt and costs on proof of payment. (including the costs of the sale) are tendered to such officer, or proof is given to his satisfaction that the amount of such debt and costs has been paid into the Court that ordered the sale.

292. No officer having any duty to perform in connection

Officers concerned in execution sales not to bid for or buy property sold.

with any sale under this chapter shall either directly or indirectly bid for, acquire, or attempt to acquire, any

interest in any property sold at such sale.

293. The deficiency of price (if any) which may happen

Defaulting purchaser answerable for loss by resale.

on a re-sale under this Code by reason of the purchaser's default, and all expenses attending such re-sale, shall

be certified to the Court by the officer holding the sale.

and shall, at the instance of either the judgment-creditor or the judgment-debtor, be recoverable from the defaulter under the rules contained in this chapter for the execution of a decree for money.

294. No holder of a decree in execution of which property is sold shall, without the expression of the Court, bid for out permission.

294. No holder of a decree in execution of which property is sold shall, without the expression of the Court, bid for or purchase the property.

When a decreeholder purchases with such permission, the purchase-money and the amount due on the decree may, if he so desires, be set-off against one another, and the Court executing the decree shall enter up satisfaction of the decree in whole or in part accordingly.

295. Whenever assets are realized by sale or otherwise in execution of a decree, and more persete to be divided rateably sons than one have, prior to the reali-

zation, applied to the Court by which such assets are held for execution of decrees for money against the same judgment-debtor, and have not obtained satisfaction thereof, the assets, after deducting the costs of the realization, shall be divided rateably among all such persons:

Provided that, when any property is sold subject to a mortgage or charge, the mortgagee or incumbrancer shall not be entitled to share in any surplus arising from such sale:

Provided also that when any property liable to be sold in execution of a decree is subject to a mortgage or charge, the Court may, with the assent of the mortgagee or incumbrancer, order that the property be sold free from the mortgage or charge, giving to the mortgagee or incumbrancer the same right against the proceeds of the sale as he had against the property sold.

If all or any of such assets be paid to a person not entitled to receive the same, any person so entitled may sue such person to compel him to refund the assets.

Nothing in this section affects any right of the Government.

(b.) -Rules as to Moveable Property.

Rules as to negotiable ment or a share in any public compublic compublic companies.

Rules as to negotiable ment or a share in any public companies pany or corporation, the Court may, instead of directing the sale to be made by public auction, authorize the sale of such instrument or share through a broker at the market rate of the day.

Payment for moveable of each lot shall be paid for at the time property sold.

of each lot shall be paid for at the time of sale, or as soon after as the officer holding the sale directs, and in default of payment the property shall forthwith be again put up and sold.

On payment of the purchase-money, the officer holding the sale shall grant a receipt for the same, and the sale shall become absolute. 298. No irregularity in publishing or conducting the

Irregularity not to vitiate sale of movemble property, but any person injured may sue. sale of moveable property shall vitiate the sale; but any person sustaining any injury by reason of such irregularity at the hand of any other person

may institute a suit against him for compensation, or (if such other person be the purchaser) for the recovery of the specific property and for compensation in default of such recovery.

299. When the property sold is a negotiable instru-

Delivery of moveable property belonging to defendant actually seized.

ment, or other moveable property, of which actual seizure has been made, the property shall be delivered to the purchaser.

300. When the property sold is any moveable property

Delivery of moveable property to which judgment-debtor is entitled subject to lien. to which the judgment-debtor is entitled subject to the possession of some other person, the delivery thereof to the purchaser shall be made by giving

notice to the person in possession prohibiting him from delivering possession of the property to any person except the purchaser.

301. When the property sold is a debt not secured by a

Delivery of debts and of shares in public companies. negotiable instrument, or is a share in any public company, the delivery thereof shall be made by a written

order of the Court prohibiting the creditor from receiving the debt or any interest thereon, and the debtor from making payment thereof to any person except the purchaser, or prohibiting the person in whose name the share may be standing from making any transfer of the share to any person except the purchaser, or receiving payment of any dividend or interest thereon, and the manager, secretary, or other proper officer of the company from permitting any such transfer or making any such payment to any person except the purchaser.

302. If the endorsement or conveyance of the party in Transfer of negotiable whose name a negotiable instrument instruments and shares. or a share in any public company is standing, is required to transfer such instrument or share, the Judge may endorse the instrument or the certificate of the share, or may execute such other document as may be necessary.

The endorsement or execution shall be in the following form or to the like effect:—" A. B. by C. D., Judge of the Court of (or as the case may be); in a suit by E. F. against A. B."

Until the transfer of such instrument or share, the Court may, by order, appoint some person to receive any interest or dividend due thereon, and to sign a receipt for the same; and any endorsement made or document executed or receipt signed as aforesaid shall be as valid and effectual for all purposes as if the same had been made or executed or signed by the party himself.

303. In the case of any moveable property not hereinvesting order in case of before provided for, the Court may other property. before provided for, the Court may make an order vesting such property in the purchaser, or as he may direct; and such property shall vest accordingly.

(c.)-Rules as to Immoveable Property.

304. Sales of immoveable property in execution of a Sales of land by Court decree may be ordered by any Court not inferior to a District Court. other than a Court of Small Causes.

305. When an order for the sale of immoveable property

Postponement of sale of land to enable defendant to raise amount of decree.

has been made, if the judgment-debtor can satisfy the Court that there is reason to believe that the amount of the decree may be raised by mort-

gage or lease or private sale of such property, or some part thereof, or of any other immoveable property of the judgment-debtor, the Court may on his application postpone the sale of property comprised in the order for sale for such period as it thinks proper, to enable him to raise the amount.

In such case the Court shall grant a certificate to the Certificate to judgment- judgment-debtor authorizing him, withdebtor.

in a period to be mentioned therein, to make the proposed mortgage, lease, or sale: provided that all moneys payable under such mortgage, lease, or sale shall be paid into Court, and not to the judgment-debtor.

Where such certificate has been granted and so long as it remains in force, the provisions of section 248 shall not apply.

306. On every sale of immoveable property under this

Deposit by purchaser chapter, the person declared to be the
of immoveable property. purchaser shall pay immediately after
such declaration a deposit of twenty-five per centum on the
amount of his purchase-money to the officer conducting the
sale, and, in default of such deposit, the property shall
forthwith be put up again and sold.

307. The full amount of purchase-money shall be paid

Time for payment in by the purchaser before the Court
full. closes on the fifteenth day after the
sale of the property, exclusive of such day, or if the fifteenth
day be a Sunday or other holiday, then on the first office
day after the fifteenth day.

Procedure in default of payment within the period mentioned Procedure in default of in the last preceding section, the payment. deposit, after defraying the expenses of the sale, shall be forfeited to Government, and the property shall be re-sold, and the defaulting purchaser shall forfeit all claim to the property or to any part of the sum for which it may subsequently be sold.

309. Every re-sale of immoveable property in default Notification on re-sale of payment of the purchase-money within the period allowed for such payment, shall be made after the issue of a fresh notification in the manner and for the period hereinbefore prescribed for the sale.

310. When the property sold in execution of a decree is a share of undivided immoveable Co-sharer of a share of undivided estate sold in execution to have preference in bidding.

The property sold in execution of a decree is a share of undivided immoveable property, and two or more persons, of whom one is a co-sharer, respectively advance the same sum at any hidding at such sale, such hidding shall be deemed to be the

bidding at such sale, such bidding shall be deemed to be the bidding of the co-sharer.

311. The decreeholder or any person whose immoveable Sale of land not set aside on ground of irregularity unless in case of substantial injury.

The decreeholder or any person whose immoveable property has been sold under this chapter may apply to the Court to set aside the sale on the ground of a material irregularity in publishing or conducting it;

but no sale shall be set aside on the ground of irregularity unless the applicant proves to the satisfaction of the Court that he has sustained substantial injury by reason of such irregularity.

312. If no such application as is mentioned in the last preceding section be made, or if such application be made and the objection be disallowed, the Court shall pass an order confirming the sale as regards the parties to the suit and the purchaser.

If such application be made, and if the objection be allowed, the Court shall pass an order setting aside the sale.

No suit to set aside on the ground of such irregularity an order passed under this section shall be brought by the party against whom such order has been made. Power to apply to set Court to set aside the sale, on the aside the sale.

Ground that the person whose property purported to be sold had no saleable interest therein, and the Court may make such order as it thinks fit: provided that no order to set aside a sale shall be made, unless the judgment-debtor and the decreeholder have had opportunity of being heard against such order.

Confirmation of sale. 314. No sale of immoveable property shall become absolute until it has been confirmed by the Court.

If sale set aside, price to be returned to purchaser.

315. When a sale of immove-able property is set aside under section 312 or 313,

or when it is found that the judgment-debtor had no saleable interest in the property which purported to be sold, and the purchaser is for that reason deprived of it,

the purchaser shall be entitled to receive back his purchase-money (with or without interest as the Court may direct) from any person to whom the purchase-money has been paid.

The repayment of the said purchase-money and of the interest (if any) allowed by the Court may be enforced against such person under the rules provided by this Code for the execution of a decree for money.

Certificate to purchaser absolute in manner aforesaid, the Court shall grant a certificate stating the name of the person who, at the time of sale, is declared Certificate to state name to be the purchaser and the date of such sale.

317. No suit shall be maintained against the certified Benami purchaser not purchaser on the ground that the purchase was made on behalf of any

other person, or on behalf of some one through whom such other person claims.

Nothing in this section shall bar a suit to obtain a declaration that the name of the certified purchaser was inserted in the certificate fraudulently or without the consent of the real purchaser.

318. When the property sold is in the occupancy of the Delivery of immoveable property in occupancy of his behalf, or of some person claiming under a title created by the judgment-debtor subsequently to the attachment of such property, and a certificate in respect thereof has been granted under section 316, the Court shall, on application by the purchaser, order delivery to be made by putting the purchaser or any person whom he may appoint to receive delivery on his behalf in possession of the property, and, if need be, by removing any person who refuses to vacate the same.

The street of immoveable property in the occupant of a cocupy the same, and a certificate in respect thereof has been granted under section 316, the Court shall order delivery thereof to be made by affixing a copy of the certificate of sale in some conspicuous place on the property, and proclaiming to the occupant by beat of drum or in such other mode as may be customary, at some convenient place, that the interest of the judgment-debtor has been transferred to the purchaser.

Power to prescribe rules for transferring to Collector execution of decrees sale of land.

Gazette that in any local area the execution of decrees in cases in which a Court has ordered any immoveable property to be sold,

or the execution of any particular kind of such decrees, or the execution of decrees ordering the sale of any particular kind of, or interest in, immoveable property,

shall be transferred to the Collector;

and rescind or modify any such declaration.

The local Government may also from time to time

Power to prescribe rules prescribe rules for the transmission
as to transmission, execution and retransmission of
decrees. Collector, and for regulating the
procedure of the Collector and his subordinates in executing
the same, and for retransmitting the decree from the Collector to the Court.

Power of Collector as to sale of land in execution of decree.

- 321. Whenever the execution of a decree has been so transferred the Collector may—
- (a) sell the property comprised in the decree by public auction, and either in one or more lots as he thinks fit:
 - (b) fix a reasonable reserved price for each lot:
- (c) adjourn the sale for a reasonable time, whenever he deems the adjournment necessary for the purpose of obtaining a fair price for the property, recording his reasons for such adjournment:
- (d) buy in the property offered for sale and re-sell the same.
- 322. Whenever the execution of a decree not being a Powers of Collector as decree directing the sale of immove-to execution of certain able property in pursuance of a conferred. tract specifically affecting the same, but being a decree for money in satisfaction of which the Court has ordered the sale of immoveable property, has been so transferred, the Collector may either proceed as the Court would proceed under section 305, or if he has reason to believe that the judgment-debts of the judgment-debtor can

be discharged without a sale of the whole of such property, the Collector may (notwithstanding any order under section 30% but subject to such rules as may from time to time be made in this behalf by the Chief Controlling Revenue Authority) raise the amount necessary to discharge such debts with interest thereon according to the decree, or, if the

CORRIGENDUM.

In the edition of Act X. of 1877, published by the Government Press, North-Western Provinces and Ordh, section 322, for section "303" (third line, page 151), read section "304."

the whole or any part of such property for any term not exceeding twenty years from the date of the order of sale: or

(e) partly by one of such modes and partly by another or others of them.

For the purpose of managing under this section the whole or any part of such property, the Collector may exercise all the powers of its owner.

Procedure of Collector.

Procedure of Collector.

guage of the district, calling upon all persons holding decrees against the judgment-debtor to notify the same in writing to the Collector within sixty days from the date of such publication.

Such notice shall be published by being posted in the Court-house of the Court which made the order under section 304, and at such other places (if any) as the Collector thinks fit.

So long as any letting or management under section 322 continues, the judgment-debtor and his representative in interest shall be incompetent to mortgage, charge, lease, or alienate the property so let or managed, or any part thereof.

324. If on the expiration of the letting or management, the amount necessary to discharge such debts in full with the interest (if any) payable thereon has not been raised, the Collector shall notify the fact in writing to the judgment-debtor or his representative, stating at the same time that, if the balance necessary to discharge such debts and interest is not paid to the Collector within six weeks of the date of such notice, the Collector will proceed to sell the said property; and if on the expiration of the said six weeks the said balance is not so paid, the Collector shall sell such property accordingly.

325. Whenever the Collector sells any property pursusale, &c., to be reportant to the said order of sale, or exered to Court by Collector. cises any of the powers conferred upon him by section 321 or 322, he shall inform the Court which made such order of the fact of such sale or exercise, and shall render accounts to such Court of his receipts and payments in respect of the said property, and shall hold the balance at the disposal of such Court.

Such balance (after deducting therefrom any debts due or liabilities incurred to Government by the judgment-debtor) shall be applied rateably in discharging the claims of all the decreeholders who have complied with the said notice; and no other person making any claim against the property so let or managed, or against such proceeds, shall be entitled to be paid thereout.

326. When, in any local area in which no declaration

When Court may authorize Collector to stay public sale of land.

public sale of land.

The court may authorize Collector to stay property attached consists of land or of a share in land, and the Collector represents to the Court that the public sale of the land or

share is objectionable, and that satisfaction of the decree may be made within a reasonable period by a temporary alienation or management of the land or share, the Court may authorize the Collector to provide for such satisfaction in the manner recommended by him, instead of proceeding to a sale of the land or share. The provisions of sections 322 to 325 (both inclusive) shall in such case apply to the Collector.

327. The local Government may from time to time,

Local rules as to sales of land in execution of decrees for money.

General in Council, make special rules for any local area imposing conditions in respect of sale of any class of interests in land in execution of decrees for money, where such interests are so uncertain or undetermined as in the opinion of the local Government to make it impossible to fix their value:

and if, when this Code comes into operation in any local area, any special rules as to sale of land in execution of decrees are in force therein, the local Government may continue such rules in force, or may from time to time, with the sanction of the Governor-General in Council, modify the same.

All rules so made or continued, and all such modifications of the same, shall be published in the local official Gazette, and shall thereupon have the force of law.

H .- Of Resistance to Execution.

328. If in the execution of a decree for the possession of

Procedure in case of obstruction to execution of the warrant is resisted or obstructed by any person, the decreeholder may complain to the Court at any time within one month from the time of such resistance or obstruction.

The Court shall fix a day for investigating the complaint, and shall summon the party against whom the complaint is made to answer the same.

329. If the Court is satisfied that the obstruction or

Procedure in case of obstruction by judgmentdebtor or at his instigation. resistance was occasioned by the judgment-debtor or by some person at his instigation, the Court shall inquire into the matter of the complaint, and

pass such order as it thinks fit.

330. If the Court is satisfied that the resistance or Procedure when obstruction was without any just cause, struction continues. and that the complainant is still resisted or obstructed in obtaining possession of the property by the judgment-debtor or some other person at his instigation, the Court may, at the instance of the decreeholder and without prejudice to any penalty to which such judgment-debtor or other person may be liable, under the Indian Penal Code or any other law, for such resistance or obstruction, commit the judgment-debtor or such other person to jail for a term which may extend to thirty days, and direct that the decreeholder be put into possession of the property.

331. If the resistance or obstruction has been occasioned

Procedure in case of obstruction by claimant in good faith, other than judgment-debtor.

by any person other than the judgment-debtor, claiming in good faith to be in possession of the property on his own account or on account of some

person other than the judgment-debtor, the claim shall be numbered and registered as a suit between the decreeholder as plaintiff and the claimant as defendant;

and the Court shall, without prejudice to any proceedings to which the claimant may be liable under the Indian Penal Code or any other law for the punishment of such resistance or obstruction, proceed to investigate the claim in the same manner and with the like power as if a suit for the property had been instituted by the decreeholder against the claimant under the provisions of the Specific Relief Act, 1877, section 9.

and shall pass such order as it thinks fit for executing or staying execution of the decree.

332. If any person other than the defendant is dispos-

Procedure in case of person dispossessed of property disputing right of decreeholder to be put into possession.

sessed of any property in execution of a decree, and such person disputes the right of the decreeholder to dispossess him of such property under the decree,

on the ground that the property was bond fide in his possession on his own account or on account of some person other than the judgment debtor, and that it was not comprised in the decree, or that, if it was comprised in the decree, he was not a party to the suit in which the decree was passed, he may apply to the Court.

If, after examining the applicant, it appears to the Court that there is probable cause for making the application, the application shall be numbered and registered as a suit between the applicant as plaintiff and the decreeholder as defendant, and the Court shall proceed to investigate the matter in dispute in the same manner and with the like power as if a suit for the property had been instituted by the applicant against the decreeholder under the provisions of the Specific Relief Act, 1877, section 9,

and shall pass such order as it thinks fit for executing or staying execution of the decree.

In hearing applications under this section, the Court shall confine itself to the grounds of dispute above specified.

Nothing in this section or section 330 applies to a person to whom the judgment-debtor has transferred the property after the institution of the suit in which the decree is made.

333. The order passed under either of sections 331 and

Orders passed under sections 331 and 332 to have force of decrees, and to be subject to appeal.

332 shall be in the nature of, and shall have the same force as, a decree in a suit, and shall be subject to the same conditions as to appeal or otherwise.

334. If the purchaser of any immoveable property sold

Resisting or obstructing purchasers in obtaining possession of immoveable property.

in execution of a decree be resisted or obstructed by the judgment-debtor or any one on his behalf in obtaining possession of the property the provi-

sions of this chapter, relating to resistance or obstruction to a decreeholder in obtaining possession of the property adjudged to him, shall be applicable.

Obstruction by claimant other than defendant of the property sold, but claiming a right thereto as proprietor, mortgagee, lessee, or under any other title, the Court, on the complaint of the purchaser, shall enquire into the matter of the resistance or obstruction, and pass such order thereon as it thinks fit.

The party against whom such order is passed may institute a suit to establish the right which he claims to the present possession of the property, but subject to the result of such suit, if any, the order shall be conclusive.

I .- Of Arrest and Imprisonment.

adecree at any hour and on any day,
and shall as soon as practicable be
brought before the Court, and his imprisonment may be in the civil jail of the district in which the
Court ordering the imprisonment is situate, or, when such jail
does not afford suitable accommodation, in any other place
which the local Government may appoint for the confinement
of persons ordered to be imprisoned by the Courts of such
district:

Provided that no house shall be entered after sunset and herore sunrise for the purpose of making an arrest under this section:

Provided also that when the decree in execution of which a judgment-debtor is arrested is a deProviso. cree for money and the judgmentdebtor pays the amount of the decree and the costs of the arrest to the officer arresting him, such officer shall at once release him.

The local Government may, by notification published in the official Gazette, direct that whenever a judgment-debtor is arrested in execution of a decree for money and brought before the Court under this section, the Court shall inform him that he may apply under chapter XX. to be declared an insolvent, and that he will be discharged if he has not committed any act of bad faith regarding the subject of his application, and if he places all his property in possession of a receiver appointed by the Court.

If after such publication the judgment-debtor express his intention so to apply, and if he furnish sufficient security that he will appear when called upon, and that he will within one month apply under section 344 to be declared an insolvent, the Court shall release him from arrest:

but if he fails so to apply, the Court may either direct the security to be realised or commit him to jail in execution of the decree.

Warrant for arrest to direct judgment-debtor shall direct the officer entrusted with its execution to bring him before the Court with all convenient speed, unless the amount which he has been ordered to pay, together with the interest thereon, and the costs, if any, to which he is liable, be sooner paid.

338. The local Government may from time to time prescribe scales, graduated according to rank, race, and nationality, of monthly allowances payable for the subsistence

of judgment-debtors.

Judgment-debtor's subsistence money.

Judgment-debtor's subsistence money.

Judgment-debtor's subsistence money.

as, having regard to the scales so fixed,
the Judge thinks sufficient for the subsistence of the judgment-debtor from his arrest until he can be brought before
the Court.

When a judgment-debtor is committed to jail in execution of a decree, the Court shall fix for his subsistence such monthly allowance as he may be entitled to according to the said scales, or where no such scales have been fixed, as it considers sufficient with reference to the class to which he belongs.

The monthly allowance fixed by the Court shall be supplied by the party on whose application the decree has been executed to the proper officer of the Court by monthly payments in advance before the first day of each month.

The first payment shall be made for such portion of the current month as remains unexpired before the judgment-debtor is committed to jail.

340. Sums disbursed by the decreeholder for the subsist-Subsistence money to be added to amount of shall be deemed to be costs on the suita

Provided that the judgment-debtor shall not be detained in jail or arrested on account of any sum so disbursed.

Release of judgment-debtor shall be debtor.

341. The judgment-debtor shall be discharged from jail,

- (a) on the decree being fully satisfied, or
- (b) at the request of the person on whose application he has been imprisoned, or
- (c) on such person omitting to pay the allowance as hereinbefore directed, or

- (d) if the judgment-debtor be declared an insolvent, as hereinafter provided, or
 - (e) when the term of his imprisonment as limited by section 342 is fulfilled:

Provided that in the first, second, third, and fourth cases mentioned in this section the judgment-debtor shall not be discharged without the order of the Court.

A judgment-debtor discharged under this section is not thereby discharged from his debt, but he cannot be re-arrested under the decree in execution of which he was imprisoned.

342. No person shall be imprisoned in execution of a Imprisonment not to decree for a longer period than six exceed six months;

or for a longer period than six weeks if the decree be for
When not to exceed the payment of a sum of money not six weeks.

exceeding fifty rupees.

343. The officer entrusted with the execution of the warEndorsement on warrant shall endorse thereupon the day
on, and the manner in, which it was
executed; and if the latest day specified in the warrant for
the return thereof has been exceeded, the reason of the delay, or
if it was not executed, the reason why it was not executed, and
shall return the warrant with such endorsement to the Court.

If the endorsement is to the effect that such officer is unable to execute the warrant, the Court shall examine him on oath touching his alleged inability, and may, if it think fit, summon and examine witnesses as to such inability and shall record the result.

CHAPTER XX

OF INSOLVENT JUDGMENT-DEBTORS.

344. Any person arrested or imprisoned in execution of a decree for money may apply in writdeclared an insolvent.

Such application shall be made to the District Court which ordered his arrest or imprisonment, or when the District Court did not make such order, then to the District Court to which the Court that made the order is subordinate.

Contents of applica- 345. The application shall set forth—

- (a) the fact of such person's arrest or imprisonment, the Court by whose order he was arrested or imprisoned, and the place in which he is in custody;
- (b) the amount, kind, and particulars of his property, and the value of any such property not consisting of money;
- (c) the place or places in which such property is to be found;
 - (d) his willingness to put it at the disposal of the Court;
- (e) the amount and particulars of all pecuniary claims against him; and
- (f) the names and residences of his creditors, so far as they are known to or can be ascertained by him.
- 346. The application shall be subscribed and verified by Subscription and verification of application. the applicant in manner hereinbefore prescribed for subscribing and verifying plaints.
- Service on decreeholder tion, and shall cause a copy thereof, of copy of application with a notice in writing of the time and notice.

 and place at which it will be heard, to be stuck up in Court and served at the applicant's expense on the holder of the decree in execution of which he was arrested or imprisoned, or on the pleader of such decreeholder and on the other creditors (if any) mentioned in the application.

The Court may, if it thinks fit, publish at the applicant's expense the application in such official Gazettes and public newspapers as it thinks fit.

- Power to serve other creditors. cause a like copy and notice to be served on any other person alleging himself to be a creditor of the applicant and applying for leave to be heard on the application.
- 349. Where the applicant is under arrest, the Court may,
 Powers of Court as to pending the hearing under section applicant under arrest.

 350, order him to be immediately committed to jail; or leave him in the custody of the officer to whom the service of the warrant was entrusted.
- Procedure at hearing. which the Court may adjourn the hearing, the Court shall examine the applicant, in the presence of the persons on whom such notice has been served or their pleaders, as to his then circumstances and as to his future means of payment, and shall hear the said decree-holder, the other creditors mentioned in the application and the other persons (if any) alleging themselves to be creditors, in opposition to the applicant's discharge; and may, if it thinks fit, grant time to the said decree-holder and other creditors or persons to adduce evidence showing that the applicant is not entitled to be declared an insolvent.

Declaration of insolvency and appointment of receiver.

- (a) that the statements in the application are substantially true;
- (b) that the applicant has not, with intent to defraud his creditors, concealed, transferred or removed any part of his property since the institution of the suit in which was passed the decree in execution of which he was arrested or imprisoned or at any subsequent time;
- (c) that he has not, knowing himself to be unable to pay his debts in full, recklessly contracted debts or given an unfair preference to any of his creditors by any payment or disposition of his property;

 (d) that he has not committed any other act of bad faith regarding the matter of the application,

the Court may declare him to be an insolvent, and may also, if it think fit, make an order appointing a receiver of his property, or if it does not appoint such receiver, may discharge the insolvent.

352. The creditors mentioned in the application and the Creditors to prove their other persons (if any) alleging themdebts. selves to be creditors of the insolvent, shall then produce evidence of the amount and particulars of their respective pecuniary claims against him; and the Court shall by order determine the persons who have proved themselves to be the insolvent's creditors, and their respective debts; and shall frame a schedule of such persons and debts; and the declaration under section 351 shall be deemed to be a decree in favour

A copy of every such schedule shall be stuck up in the court-house.

of each of the said creditors for their said respective debts.

Nothing in this section shall be deemed to entitle a partner in an insolvent firm or, when he has died before the insolvency, his legal representative, to prove in competition with the creditors of the firm.

Applications by credition of the insolvent who is not mentioned Applications by credition in such schedule may, within three tors. In months from its publication, apply to the Court for permission to produce evidence of the amount and particulars of his pecuniary claims against the insolvent, and in case the applicant proves himself to be a creditor of the insolvent, for an order directing his name to be inserted in the schedule as a creditor for the debt so proved.

Any creditor mentioned in the schedule may within three months from the publication of the schedule apply to the Court for an order altering the schedule so far as regards the amount, nature, or particulars of his own debt, or to strike out

the name of another creditor, or to alter the schedule so far as regards the amount, nature, or particulars of the debt of another creditor.

In the case of any application under this section, the Court, after causing such notices as it thinks fit to be served, at the applicant's expense, on the insolvent and the other creditors and hearing their objections, if any, may comply with or reject the application.

- 354. Every order under section 351 shall be published in

 Refect of order appoint—
 the local official Gazette and shall operate to vest in the Receiver all the insolvent's property (except the particulars specified in the first proviso to section 266), whether set forth in his application or not.
- Receiver to give security as the Court may direct and shall posrity and collect assets sess himself of all such property, except as aforesaid;

and on his certifying that the insolvent has placed him in possession thereof, or has done everything in his power for that purpose, the Court may discharge the insolvent from arrest or imprisonment, as the case may be, upon such conditions (if any) as the Court thinks fit.

- 356. The Receiver shall proceed under the direction of Duty of Receiver. the Court—
 - (a) to convert the property into money:
- (b) to pay thereout debts, fines, and penalties (if any) due by the insolvent to Government:
 - (c) to pay the said decree-holder's costs:
- (d) to distribute the balance among the scheduled creditors rateably according to the amounts of their respective debts, and without any preference;

and such Receiver may retain as a remuneration for the

His right to remuneration.

on, to be fixed by the Court, not
exceeding the rate of five per centum upon the amount of the
balance so distributed (the amount of the commission so retained being deemed a distribution,)
and shall deliver the surplus, if any,
to the insolvent or his legal representative.

Effect of discharge.

not be arrested or imprisoned on account of any of the scheduled debts.

But (subject to the provisions of section 358) his property, whether previously or subsequently acquired (except the particulars specified in the first proviso to section 266 and except the property vested in the Receiver), shall, by order of the Court, be liable to attachment and sale until the decrees against him held by the scheduled creditors are fully satisfied or become incapable of being executed.

When Court may declare insolvent absolved from further liability in respect of such debts.

two hundred rupees or a less sum, the Court may declare the insolvent discharged as aforesaid absolved from further liability in respect of such debts.

Procedure in case of dishonest applicant.

359. Whenever, at the hearing under section 350, it is proved that the

- (a) been guilty, in his application, of any concealment or of wilfully making any false statement as to the debts due by him, or respecting the property belonging to him, whether in possession or in expectancy, or held for him in trust;
- (b) fraudulently concealed, transferred or removed any property; or
- (c) committed any other act of bad faith regarding the matter of the application,

the Court shall, at the instance of any of his creditors, sentence him to imprisonment for a term which may extend to one year from the date of committal.

Or the Court may, if it think fit, send him to the Magistrate to be dealt with according to law.

360. The Local Government may, by notification in the Investment of other Courts with powers of District Courts.

The Local Government may, by notification in the official Gazette, invest any Court other than a District Court with the powers conferred on District Courts by sections 344 to 359 (both inclusive), and the District Judge may transfer to any Court situate in his district and so invested any case instituted under section 344.

Any Court so invested may entertain any application under section 344 by any person arrested in execution of a decree of such Court.

PART II.

OF INCIDENTAL PROCEEDINGS.

CHAPTER XXI.

OF THE DEATH, MARRIAGE, AND INSOLVENCY OF PARTIES.

No abatement by party's death, if cause of action survive.

361. The death of a plaintiff or defendant shall not cause the suit to abate if the cause of action survives.

Illustrations.

- (a) A covenants with B and C to pay an annuity to B during C's life. B and C sue A to compel payment. B dies before the decree: the cause of action survives to C, and the suit does not abate.
- (b) In the same case, all the parties die before decree. The cause of action survives to the representative of the survivor of B and C, and he may continue the suit against A's representative.

- (c) A sues B for libel. A dies. The cause of action does not survive and the suit abates.
- (d) A, a member of a Hindú joint family under the Mitákshará law, institutes a suit for partition of the family property. A dies leaving B, a minor son, his heir. The cause of action survives to B, and the suit does not abate.
- 362. If there be more plaintiffs or defendants than one, Preceeding in case of and any of them dies, and if the cause death of one of several plaintiffs or defendants, if cause of action survive. plaintiffs alone, or against the surviving defendant or defendants alone, the Court shall cause an entry to that effect to be made on the record, and the suit shall proceed at the instance of the surviving plaintiff or plaintiffs, or against the surviving defendant or defendants.
- Proceeding in case of them dies, and if the cause of action does not survive to the surviving plaintiffs where cause of action survives to survivors and representative of deceased. tive of the deceased plaintiff jointly, the Court may, on the application of such legal representative, enter his name on the record in the place of such deceased plaintiff, and the suit shall

Proceeding where no application be made to the Court by any person claiming to be the legal representative of deceased plaintiff, the suit shall proceed at the instance of the surviving plaintiff or plaintiffs;

proceed at the instance of the surviving plaintiff or plaintiffs

and such legal representative.

and the legal representative (if any) of the deceased plaintiff shall be made a party and shall be interested in and bound by the decree passed in the suit, in the same manner as if the suit had proceeded at his instance conjointly with the surviving plaintiff or plaintiffs.

365. In case of the death of a sole plaintiff or sole surviv

Proceeding in case of death of sole, or sole surviving, plaintiff. ing plaintiff, the Court may, where the cause of action survives, on the application of the legal representative

of the deceased, enter his name in the place of such plaintiff on the record, and the suit shall thereupon proceed.

366. If no such application be made to the Court by any

Abatement where no application by representative of the deceased plaintiff.

Court may pass an order that the suit

ative of deceased plaintiff. Court may pass an order that the suit shall abate, and award to the defendant the costs which he may have incurred in defending the suit, to be recovered from the estate of the deceased plaintiff;

or the Court may, if it think proper, on the application of the defendant, and upon such terms as to costs or otherwise as it thinks fit, pass such other order as it thinks fit for bringing in the legal representative of the deceased plaintiff, or for proceeding with the suit in order to a final determination of the matter in dispute, or for both those purposes.

Explanation.—A certificate of heirship, or a certificate to collect debts, does not of itself constitute the person holding it the legal representative of the deceased. But when the person holding any such certificate obtains thereby property belonging to the deceased, he may be treated as a legal representative liable in respect of such property.

367. If any dispute arise as to who is the legal repreProcedure in case of sentative of a deceased plaintiff, the dispute as to representative of deceased plaintiff. Court may either stay the suit until the fact has been determined in another suit, or decide at or before the hearing of the suit who shall be admitted to be such legal representative for the purpose of prosecuting the suit.

Procedure in case of death of one of several defendants, or of sole or sole surviving defendant, viving defendant or defendants alone,

and also in case of the death of a sole defendant, or sole surviving defendant, where the right to sue survives,

the plaintiff may make an application to the Court, specifying the name, description, and place of abode of any person whom he alleges to be the legal representative of the deceased defendant, and whom he desires to be made the defendant in his stead.

The Court shall thereupon enter the name of such representative on the record in the place of such defendant,

and shall issue a summons to such representative to appear on a day to be therein mentioned to defend the suit;

and the case shall thereupon proceed in the same manner as if such representative had originally been made a defendant and had been a party to the former proceedings in the suit:

Provided that the person so made defendant may object that he is not the legal representative of the deceased defendant, or may make any defence appropriate to his character as such representative.

369. The marriage of a female plaintiff or defendant shall Suit not abated by not cause the suit to abate, but the suit marriage of female may notwithstanding be proceeded with to judgment, and where the decree is against a female defendant, it may thereupon be executed against her alone.

If the case is one in which the husband is by law liable for the debts of his wife, the decree may, with the permission of the Court, be executed against the husband also; and in ease of judgment for the wife, execution of the decree may with such permission be issued upon the application of the husband, where the husband is by law entitled to the subjectmatter of the decree.

370. The bankruptcy or insolvency of a plaintiff in any suit which his assignee or the receiver appointed under section 351 might maintain for the benefit of his creditors shall not bar the suit, unless such assignee or receiver.

declines to continue the suit and to give security for the costs thereof within such time as the Court may order.

If the assignee or receiver neglect or refuse to continue

Procedure when assignee fails to continue within the time so ordered, the defendant may apply for the dismissal of the suit on the ground of the plaintiff's bankruptcy or insolvency, and the Court may dismiss the suit and award to the defendant the costs which he has incurred in defending the same, to be proved as a debt against the plaintiff's estate.

371. When a suit abates or is dismissed under this chap-Effect of abatement on parties' right. ter, no fresh suit shall be brought on the same cause of action.

But the person claiming to be the legal representative of the Application to set aside deceased bankrupt or insolvent plaintiff, may apply for an order to set aside the order for abatement or dismissal; and if it be proved that he was prevented by any sufficient cause from continuing the suit, the Court shall set aside the abatement or dismissal upon such terms as to costs or otherwise as it thinks fit.

272. In other cases of assignment, creation or devolution

Procedure in case of of any interest pending the suit, the suit assignment pending the may, with the leave of the Court, given either with the consent of all parties or after service of notice in writing upon them, and hearing their objections, if any, be continued by or against the person to whom such interest has come, either in addition to or in substitution for the person from whom it has passed, as the case may require.

CHAPTER XXII.

OF THE WITHDRAWAL AND ADJUSTMENT OF SUITS.

373. If, at any time after the institution of the suit, the Power to allow plaintiff to withdraw with liberty to bring fresh suit.

Court is satisfied on the application of the plaintiff (a) that the suit must fail by reason of some formal defect, or (b)

that there are sufficient grounds for permitting him to withdraw from the suit or to abandon part of his claim with liberty to bring a fresh suit for the subject-matter of the suit or for the part so abandoned, the Court may grant such permission on such terms as to costs or otherwise as it thinks fit.

If the plaintiff withdraw from the suit, or abandon part of his claim, without such permission, he shall be liable for such costs as the Court may award, and shall be precluded from bringing a fresh suit for the same matter.

Nothing in this section shall be deemed to authorize the Court to permit one of several plaintiffs to withdraw without the consent of the others.

374. In any fresh suit instituted on permission granted under the last preceding section, the plaintiff shall be bound by the law of limitation in the same manner as if the first suit had not been brought.

375. If a suit be adjusted by any lawful agreement or compromise of suits.

compromise, or if the defendant satisfy the plaintiff in respect to the matter of the suit, such agreement, compromise or satisfaction shall be recorded, and the Court shall pass a decree in accordance therewith, so far as it relates to the suit, and such decree shall be final.

CHAPTER XXIII.

OF PAYMENT INTO COURT.

376. The defendant in any suit to recover a debt or

Deposit by defendant of damages, may, at any stage of the suit,

amount in satisfaction of deposit in Court such sum of money as

olaim.

he considers a satisfaction in full of

the claim. .

- 377. Notice of the deposit shall be given by the defendant to the plaintiff, and the amount of the deposit shall (unless the Court otherwise directs) be paid to the plaintiff on his application.
- 378. No interest shall be allowed to the plaintiff on any sum deposited by the defendant from the date of the receipt of such notice, whether the sum deposited he in full of the claim or fall short thereof.
- 379. If the plaintiff accept such amount only as satisfaction in part of his claim, he may prosecute his suit for the balance; and if the Court decides that the deposit by the defendant was a full satisfaction of the plaintiff's claim, the plaintiff must pay the costs of the suit incurred after the deposit and the costs incurred previous thereto, so far as they were caused by excess in the plaintiff's claim.

If the plaintiff accept such amount as satisfaction in full of his claim, he shall present to the Court as satisfaction in such statement to that effect, and such statement shall be filed and the Court shall pass judgment accordingly, and in directing by whom the costs of each party are to be paid, the Court shall consider which of the parties is most to blame for the litigation.

Illustration.

- (a) A owes B Rs. 100. B sues A for the amount, having made no demand for payment and having no reason to believe that the delay caused by making a demand would place him at a disadvantage. On the plaint being filed, A pays the money into Court. B accepts it in full satisfaction of his claim, but the Court should not allow him any costs, the litigation being presumably groundless on his part.
- (b) B sues A under the circumstances mentioned in illustration (a).
 On the plaint being filed, A disputes the claim. Afterwards A pays the

money into Court. B accepts it in full satisfaction of his claim. The Court should also give B his costs of suit, A's conduct having shown that the litigation was necessary.

(c) A owes B Rs. 100 and is willing to pay him that sum without suit. B claims 150 and sues A for that amount. On the plaint being filed, A pays Rs. 100 into Court and disputes only his liability to pay the remaining Rs. 50. B accepts the Rs. 100 in full satisfation of his claim. The Court should order him to pay A's costs.

CHAPTER XXIV.

OF REQUIRING SECURITY FOR COSTS.

380. If, at the institution or at any subsequent stage of

When security for costs may be required from plaintiff at any stage of suit.

a suit, it appears to the Court that a sole plaintiff is, or (when there are more plaintiffs than one) that all the plaintiffs are, residing out of British

India, and that such plaintiff does not, or that no one of such plaintiffs does possess any sufficient immoveable property within British India independent of the property in suit, the Court may, either of its own motion or on the application of any defendant, order the plaintiff or plaintiffs, within a time to be fixed by the order, to give security for the payment of all costs incurred and likely to be incurred by any defendant.

Procedure where requisition is not complied with.

Procedure where requisition is not complied with.

And the event of such security not being furnished within the time so fixed, the Court shall dismiss the suit unless the plaintiff or plaintiffs be permitted to withdraw therefrom under the provisions of section 373.

382. Whoever leaves British India under such circumstances out of British India.

Residence out of British bility that he will not be forthcoming whenever he may be called upon to

pay costs shall be deemed to be residing out of British India, within the meaning of section 380.

CHAPTER XXV.

OF COMMISSIONS.

A .- Commissions to examine Witnesses.

383. Any Court may in any suit issue a commission for the examination on interrogatories or otherwise of persons resident within examine witness.

who are exempted under this Code from attending the Court, or who are from sickness or infirmity unable to attend it.

384. Such order may be made by the Court either of its

Order for commission may be made either on application of parties or by Court of its own accord.. own motion, or on the application, supported by affidavit, of any party to the suit or of the witness to be examined.

385. The commission for the examination of a person who resides within the local limits of the jurisdiction of the Court issuing the same, may be issued to any person

whom the Court thinks fit to execute the same.

When witness resides beyond Court's jurisdiction, but in British India. tion of386. Any Court may in any suit issue a commission for the examina-

- (a) any person resident beyond the local limits of its jurisdiction;
- (b) persons who are about to leave such limits before the date on which they are required to be examined in Court; and
- (c) civil and military officers of Government who cannot, in the opinion of the Judge, attend the Court without detriment to the public service.

Such commission shall ordinarily be issued to any Court not being a High Court, within the local limits of whose jurisdiction such person resides, and which can most conveniently execute the same:

Provided that if he resides beyond the local limits of the jurisdiction of the Court issuing the

When witness is within local limits of ordinary original civil jurisdiction of a High Court.

jurisdiction of the Court issuing the commission and within the towns of Calcutta, Madras, Bombay, or Rangoon, the commission shall be issued

to the Court of Small Causes within whose jurisdiction he resides:

Provided also that, under special circumstances, the commission may be directed to any person whom the Court issuing the commission thinks fit to appoint.

The Court on issuing any commission under this section shall direct whether the commission shall be returned to itself or to any subordinate Court.

- 387. When any Court, to which application is made for When witness is not within British India. the issue of a commission for the examination of a person residing at any place not within British India is satisfied that his evidence is necessary, the Court may issue such commission.
- 388. Every Court receiving a commission for the examcourt to examine witness pursuant to commission.
- 389. After the commission has been duly executed, it

 Commission when executed to be returned to court issuing it with depositions of witnesses.

 Court issuing the commission has otherwise directed, in which

for issuing the commission has otherwise directed, in which case the commission shall be returned in terms of such order; and the commission and the return thereto, and the evidence taken under it, shall (subject to the provisions of the next following section) form part of the record of the suit.

When depositions may read as evidence in the suit without the consent of the party against whom

the same is offered, unless

- (a) the person who gave the evidence is heyond the jurisdiction of the Court, or dead, or unable from sickness or infirmity to attend to be personally examined, or exempted from personal appearance in Court, or
- (b) the Court in its discretion dispenses with the proof of any of the circumstances mentioned in the last preceding clause, and authorizes the evidence of any person being read as evidence in the suit, notwithstanding proof that the cause for taking such evidence by commission has ceased at the time of reading the same.

Provisions as to execution and return of commissions to apply to commissions issued by Foreign Courts.

- 391. The provisions hereinbefore contained as to the execution and return of commissions shall apply to commissions issued by
- (a) Courts situate beyond the limits of British India and established by the authority of Her Majesty or of the Governor-General in Council, or
- (b) Courts situate in any part of the British Empire other than British India, or
- (c) Courts of any foreign country for the time being in alliance with Her Majesty.

B .- Commissions for Local Investigations.

Commission to make a local investigation to be requisite or proper for the purpose of elucidating any matter in dispute, or of ascertaining the market-value of any property, or the amount of any mesne profits or damages or annual nett profits, and the same cannot be conveniently conducted by the Judge in person, the Court may issue a commission to such person as it thinks fit, directing him to make such investigation and to report thereon to the Court:

Provided that when the Local Government has made rules as to the persons to whom such commission shall be issued, the Court shall be bound by such rules.

The Commissioner, after such local inspection as he deems necessary, and after reducing Procedure of Commissioner. to writing the evidence taken by him, shall return such evidence, together with his report in writing, subscribed with his name, to the Court.

The report of the Commissioner and the evidence taken by him (but not the evidence without the Report and depositions to be evidence in suit. report) shall be evidence in the suit and shall form part of the record; but the Court, or any of the parties to the suit may, with the permission of the Court. examine the Commissioner personally Commissioner may be examined in person. in open Court touching any of the matters referred to him or mentioned in his report, or as to the manner in which he has made the investigation.

C .- Commissions to examine Accounts.

394. In any suit in which an examination or adjustment Commission to examine of accounts is necessary, the Court or adjust accounts. may issue a commission to such person as it thinks fit directing him to make such examination or adjustment.

The Court shall furnish the Commissioner with 395. such part of the proceedings and such Court to give Commisdetailed instructions as appear necessioner necessary instructions. sary,

and the instructions shall distinctly specify whether the Commissioner is merely to transmit the proceedings which he may hold on the inquiry, or also to report his own opinion on the point referred for his examination.

The proceedings of the Commissioner shall be received in evidence in the suit, unless the Court Proceedings of Commissioner receivable in evihas reason to be dissatisfied with dence. them, in which case the Court shall Power to make further enquiry. direct such further enquiry as is

requisite.

D .- Commission to make Partition.

Commission to make partition of immoveable property not paying revenue to Gopartition of non-revenue-paying immoveable property.

The court of the court to be necessary, the Court, after ascertaining the several parties interested in such property and their several rights therein, may issue a commission to such persons as it thinks fit to make a partition according to such rights.

The Commissioner shall ascertain and inspect the property, and shall divide the same into as many shares as may be directed by the order under which the commission issues, and shall allot such shares to the parties, and may, if authorized thereto by the said order, award sums to be paid for the purpose of equalizing the value of the shares.

The Commissioners shall then prepare and sign a report, or (if they cannot agree) separate reports, appointing the share of each party, and distinguishing each share (if so directed by the said order) by metes and bounds. Such report or reports shall be annexed to the commission and transmitted to the Court: and the Court, after hearing any objections which the parties may make to the report or reports shall either quash the same and issue a new commission, or (where the Commissioners agree in their report) pass a decree in accordance therewith.

E.-General Provisions.

397. Before issuing any commission under this chapter,

Expenses of commission the Court may order such sum (if
to be paid into Court.

any) as it thinks reasonable for the
expenses of the commission to be paid into Court by the party
at whose instance or for whose benefit the commission is
issued.

398. Any Commissioner appointed under this chapter Commissioner may examine parties and witnesses and call for papers. order of appointment,

- (a) examine the parties themselves and any witness whom they or any of them may produce, and any other person whom the Commissioner thinks proper to call upon to give evidence in the matter referred to him:
- (b) call for and examine documents and other things relevant to the subject of inquiry:
- (c) at any reasonable time enter upon or into any land or building mentioned in the order.
- Attendance, examination and punishment of witnesses before Commissioner.

 of, and penalties to be imposed upon, witnesses, shall apply to persons required to give evidence or to produce documents under this chapter, whether the commission in execution of which they are so required has been issued by a Court situate within, or by a Court situated beyond, the limits of British India.
- 400. Whenever a commission is issued under this chapter,

 Procedure exparts where the Court shall direct that the parties parties do not appear. to the suit shall appear before the Commissioner in person or by their agents or pleaders.

If the parties do not so appear, the Commissioner may proceed ex parte.

PART III.

OF SUITS IN PARTICULAR CASES.

CHAPTER XXVI.

SUITS BY PAUPERS.

401. Subject to the following rules, any suit may be Saits may be brought in brought by a pauper.

Explanation.—A person is a 'pauper' when he is not possessed of sufficient means to enable him to pay the fee prescribed by law for the plaint in such suit, or, where no such fee is prescribed, when he is not entitled to property worth one hundred rupees other than his necessary wearing apparel and the subject-matter of the suit.

- 402. No suit shall be brought by a pauper to recover compensation for loss of caste, libel, slander, abusive language, or assault.
- Application to be in shall be in writing, and shall contain the particulars required by section 50 in regard to plaints in suits: a schedule of any moveable or immoveable property belonging to the petitioner, with the estimated value thereof, shall be annexed thereto; and it shall be subscribed and verified in the manner hereinbefore prescribed for the subscription and verification of plaints.
- Presentation of application the application shall be presented to the Court by the applicant in person unless he is exempted from appearing in Court under section 640 or 641, in which case the application may be presented by a duly authorized agent, who can answer all material questions relating to the application, and who may be examined in the same manner as the party represented by him might have been examined had such party attended in person.
- 405. If the application be not framed or presented in the manner prescribed by sections 403 and 404, the Court shall reject it.
- 406. If the application be in proper form and duly pre Examination of application examine the petitioner, or his agent when the applicant is allowed to appear by agent, regarding the merits of the claim and the property of the applicant.

When the application is presented by an agent, the Court If presented by agent, Court may order applicant to be examined by applicant be examined by a commission.

amination of an absent witness may be taken under the provisions of this Code.

Rejection of application. 407. If it appear to the Court upon such examination

- (a) that the applicant is not a pauper, or
- (b) that he has, within the two months next before the presentation of the application, disposed of any property fradulently or with a view to obtain the benefit of this chapter, or
- (c) that his allegations do not show a right to sue in such Court, or
- (d) that he has entered into any agreement with reference to the subject matter of the proposed suit under which any other person has obtained an interest in such subject-matter,

the Court shall reject the application.

Notice of day for receiving evidence of applicant's pauperism.

Notice of day for receiving evidence of applicant's grounds stated in section 407, it shall fix a day (of which at least ten days' previous notice shall be given to the opposite party and the Government pleader) for receiving such evidence as the applicant may adduce in proof of his pauperism, and for hearing any evidence which may be adduced in disproof thereof.

409. On the day so fixed, or as soon thereafter as may be convenient, the Court shall examine the witnesses (if any) produced by either party, and may cross-examine the applicant or his agent, and shall make a memorandum of the substance of their evidence.

The Court shall also hear any argument which the parties may desire to offer on the question whether, on the face of the application and of the evidence (if any) taken by the Court as herein provided, the applicant is or is not subject to any of the prohibitions specified in section 407.

The Court shall then either allow or refuse to allow the applicant to sue as a pauper.

- Procedure if application and registered, and shall be deemed admitted. and registered, and shall be deemed admitted. the plaint in the suit, and the suit shall proceed in all other respects as a suit instituted under chapter V., except that the plaintiff shall not be liable to any court-fee (other than fees payable for service of process) in respect of any petition, appointment of a pleader, or other proceeding connected with the suit.
- Costs when pauper succeeds.

 Costs when pauper succeeds.

 Calculate the amount of court-fees which would have been paid by the plaintiff if he had not been permitted to sue as a pauper; and such amount shall be a first charge on the subject-matter of the suit, and shall also be recoverable by the Government from any party ordered by the decree to pay the same in the same manner as costs of suit are recoverable under this Code.
- Procedure when pauper pered, the Court shall order the plaintiff, or any person made under section 32 co-plaintiff to the suit, to pay the court-fees which would have been paid by the plaintiff if he had not been permitted to sue as a pauper;

and, if it find that the suit was frivolous or vexatious, it may also punish the plaintiff with fine not exceeding one hundred rupees, or with imprisonment for a term which may extend to a month, or with both.

Refusal to allow the applicant to sue as a pauper shall Refusal to allow applicant to sue as pauper to bar subsequent application of like nature.

of the like nature by him in respect of the same right to sue; but the applicant shall be at liberty to institute a suit in the ordinary manner in respect of such right, provided that he first pays the costs (if any) incurred by Government in opposing his application for leave to sue as a pauper.

- 414. The Court may, on motion by the defendant, or by
 the Government Pleader, of which
 one week's notice in writing has been
 given to the plaintiff, order the plaintiff to be dispanpered.
 - (a) if he is guilty of vexatious or improper conduct in the course of the suit;
 - (b) if it appears that his means are such that he ought not to continue to sue as a pauper; or
 - (c) if he has entered into any agreement with reference to the subject-matter of the suit, under which any other person has obtained an interest in such subject-matter.
 - 415. The costs of an application for permission to sue as a pauper and of an enquiry into paude perism are costs in the suit.

CHAPTER XXVII.

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SUITS BY OR AGAINST GOVERNMENT OR PUBLIC OFFICERS.

- Suits by or against the Government shall be instituted by or against (as the case may Secretary of State in Council.

 Suits by or against tuted by or against (as the case may be) the Secretary of State for India in Council.
- Persons being ex-officio or otherwise authorized to act for Government in respect of any judicial proceeding, shall be deemed

to be the recognized agents by whom appearances, acts, and applications under this Code may be made or done on behalf of Government.

- 418. In suits by the Secretary of State for India in

 Council, instead of inserting in the

 Plaints in suits by Secretary of State in Council, instead of inserting in the
 plaint the name and description and
 place of abode of the plaintiff, it shall
 be sufficient to insert the words "The Secretary of State for
 India in Council."
- Agent of Government Pleader in any Court shall be the agent of the Government for the purpose of receiving processes against the said Secretary of State in Council, issuing out of such Court.
- Appearance and answer by Secretary of State in Council to answer to the Council.

 Appearance and answer by Secretary of State in Council to answer to the plaint, shall allow a reasonable time for the necessary communication with the Government through the proper channels, and for the issue of instructions to the Government pleader to appear and answer on behalf of the said Secretary of State in Council or the Government, and may extend the time at its discretion.
- Attendance of person able to answer questions relating to the suit, direct the attendance of such a person.

 Government pleader is not accompanied by any person on the part of the said Secretary of State in Council, who may be able to answer any material questions relating to the suit, direct the attendance of such a person.
- 422. Where the defendant is a public officer, the Court Service on public offi- may send a copy of the summons to the head of the office in which the defendant is employed, for the purpose of being served on him, if it shall appear to the Court that the summons may be most conveniently so served.

Extension of time to enable officer to make reference to Government.

to grant such extension of the time fixed in the summons as may be necessary to enable him to make such reference and to receive orders thereon through the proper channel;

and the Court upon such application may extend the time for so long as appears to be requisite,

Notice previous to suing Secretary of State in Council or against a public officer.

Notice previous to suing Secretary of State in Council or against a public officer.

It officer until the expiration of two months next after notice in writing has been in the case of the Secretary of State in Council delivered to, or left at the office of, a Secretary to the Local Government or the Collector of the District, and, in the case of a public officer, delivered to him or left at his office, stating the cause of action and the name and place of abode of the intending plaintiff; and the plaint must contain a statement that such notice has been so delivered or left.

Arrests in such suits.

425. No warrant of arrest shall be issued in such suit without the consent in writing of the District Judge.

Application where Government undertake the defence of a suit against a public officer, the Government pleader, upon being furnished with fence.

Application where Government undertakes depleader, upon being furnished with anthority to appear and answer to the Plaint, shall apply to the Court, and upon such application the Court shall cause a note of his authority to be entered in the register.

427. If such application is not made by the Government procedure where no pleader on or before the day fixed in such application made. the notice for the defendant to appear

Defendant not liable to arrest before judgment. between private parties, except that the defendant shall not be liable to arrest, nor his property to attachment, otherwise than in execution of a decree.

Exemption of public officers from personal appearance.

Exemption of public officers from personal appearance.

exempt the defendant from appearing in person when he satisfies the Court that he cannot absent himself from his duty without detriment to the public service.

State in Council or against a public officer, a time shall be specified in the decree within which it shall be satisfied; and if the decree is not satisfied within the time so specified, the Court shall report the case for the orders of the Local Government.

Execution shall not issue on any such decree unless it remains unsatisfied for the period of three months computed from the date of the report.

CHAPTER XXVIII.

cel state.

Suits by Aliens and by or against Foreign and Native Rulers.

430. Alien enemies residing in British India with the
When aliens may sue.

Permission of the Governor-General in
Council and alien friends may sue in
the Courts of British India as if they were subjects of Her
Majesty.

No alien enemy residing in British India without such permission, or residing in a foreign country, shall sue in any of such Courts.

Explanation.—Every person residing in a foreign country, the Government of which is at war with the United Kingdom

of Great Britain and Ireland and carrying on business in that country without a license in that behalf under the hand of one of Her Majesty's Secretaries of State or of a Secretary to the Government of India, shall, for the purpose of the second paragraph of this section, be deemed to be an alien enemy residing in a foreign country.

When a foreign State and sue in the Courts of British India, provided that—

- (a) it has been recognized by Her Majesty or the Governor-General in Council, and
- (b) the object of the suit is to enforce the private rights of the head or of the subjects of the foreign State.

The Court shall take judicial notice of the fact that a foreign State has not been recognized by Her Majesty or by the Governor-General in Council.

- 432. Persons specially appointed by order of GovernPersons specially appointed by Government
 to prosecute or defend
 for Princes or Chiefs. Ordinate alliance with the British Government or otherwise, and whether residing within or without
 British India, to prosecute or defend any suit on his behalf,
 shall be deemed to be the recognized agents by whom appearances, acts, and applications under this Code may be made or
 done on behalf of such Prince or Chief.
- 433. Any such Prince or Chief, and any ambassador or Suits against Severeign envoy of a foreign State may, with the Princes, &c. consent of Government certified by the signature of one of its Secretaries (but not without such consent) be sued in any competent Court not subordinate to a District Court;

Such consent shall not be given unless-

(a) the Prince, Chief, ambassador or envoy has instituted a suit in such Court against the person desiring to sue him; or

- (b) the Prince, Chief, ambassador or envoy by himself or another trades within the local limits of the jurisdiction of such Court; or
- (c) the subject-matter of the suit is immoveable property situate within the said local limits and in the possession of the Prince, Chief, ambassador or envoy.

No such Prince, Chief, ambassador or envoy shall be arSovereign Princes, &c.. rested under this Code; and no decree
exempt from arrest. shall be executed against the property
of any such Prince, Chief, ambassador or envoy unless with
When their property consent of Government certified as
may be attached.

Execution in British India of decrees of Courts of Native States.

434. The Governor-General in Council may from time to time, by notification in the Gazette of India,

- (a) declare that the decrees of any Courts situate in the territories of any native Prince or State in alliance with Her Majesty, and not established by the authority of the Governor-General in Council, may be executed in British India as if they had been made by the Courts of British India, and
 - (b) cancel any such declaration.

So long as such declaration remains in force, the said decrees may be executed accordingly.

CHAPTER XXIX.

SUITS BY AND AGAINST CORPORATIONS AND COMPANIES.

Subscriptions and verification of plaint.

Subscriptions and verification of plaint.

of an officer or of a trustee, the plaint may be subscribed and verified on behalf of the corporation or company by any director, secretary, or other principal

officer of the corporation or company, who is able to depose to the facts of the case.

- 436. When the suit is against a corporation, or against Service on corporation a company authorized to sue and be or Company.

 sued in the name of an officer or of a trustee, the summons may be served
- (a) by leaving it at the registered office (if any) of the corporation or company, or
- (b) by sending it by post in a letter addressed to such officer or trustee at the office (or if there be more offices than one, at the principal office in British India) of the corporation or company, or
- (c) by giving it to any director, secretary, or other principal officer of the corporation or company,

and the court may require the personal appearance of any director, secretary, or other principal officer of the corporation or company who may be able to answer material questions relating to the suit.

CHAPTER XXX.

SUITS BY AND AGAINST TRUSTEES, EXECUTORS, AND ADMINISTRATORS.

- A37. In all suits concerning property vested in a trustee,
 Representation of beneficiaries in suits concerning property vested in trustees, &c.

 executor or administrator, the trustee, executor or administrator shall represent the persons beneficially interested in such property; and it shall not ordinarily be necessary to make such persons parties to the suit. But the Court may, if it think fit, order them or any of them to be made such parties.
- 438. When there are several executors or administra-Joinder of executors and tors, they shall all be made parties to administrators. a suit against one or more of them:

Provided that executors who have not proved their testator's will, and executors and administrators beyond the local limits of the jurisdiction of the Court, need not be made parties.

439. Unless the Court directs otherwise, the husband of
Husband of married executrix not to join.

against her.

Court directs otherwise, the husband of
a married administratrix or executrix
shall not be a party to a suit by or

CHAPTER XXXI.

SUITS BY AND AGAINST MINORS AND PERSONS OF UNSOUND MIND.

440. Every suit by a minor shall be instituted in his mame by an adult person, who in such suit shall be called the next friend of the minor, and may be ordered to pay any costs in the suit as if he were the

plaintiff.

Applications to be made by next friend or guardian ad litem.

(other than an application under section 451) shall be made by his next friend, or his guardian for the suit.

Plaint filed without next friend to be taken off the file. without a next friend, the defendant may apply to have the plaint taken off the file, with costs to be paid by the pleader or other person by whom it was presented. Notice of such application shall be given to such person by the defendant; and

such person by the defendant; and the Court, after hearing his objections, if any, may make such order in the matter as it thinks fit.

Guardian ad litem to be appointed by the Court.

Guardian ad litem to be appointed by the Court.

Guardian ad litem to of his minority, shall appoint a proper person to be guardian for the suit

for such minor, to put in the defence for such minor, and generally to act on his behalf in the conduct of the case.

A guardian for the suit is not a guardian of person of property within the meaning of the Indian Majority Act, 1875, section 3.

Order obtained without next friend or guardian may be discharged.

Order obtained without minor is in any way concerned or affected, without such minor being

represented by a next friend or guardian for the suit, as the case may be, may be discharged, and

if the pleader of the party at whose instance such order was obtained knew, or might reasonably have known, the fact of such minority, with costs to be paid by such pleader.

Who may be next friend.

act as next friend of a minor, provided his interest is not adverse to that of such minor, and he is not a defendant in the suit.

A46. If the interest of the next friend of a minor is adverse to that of such minor, or if he is so connected with a defendant whose interest is adverse to that of the minor, as to make it unlikely that the minor's interest will be properly protected by him, or if he does not do his duty, or, pending the suit, ceases to reside within British India, or for any other sufficient cause, application may be made on behalf of the minor or by a defendant for his removal; and the Court (if satisfied of the sufficiency of the cause assigned) may order the next friend to be removed accordingly.

A47. Unless otherwise ordered by the Court, a next friend

Retirement, of next shall not retire at his own request friend.

without first procuring a fit person to be put in his place, and giving security for the costs already incurred.

The application for the appointment of a new next friend.

Application for appointment of a new next friend shall be supported by affidavit, showning the fitness of the person proposed, and also that he has no interest adverse to the minor.

- 448. On the death or removal of the next friend of a minor, further proceedings shall be stayed until the appointment of a next friend.

 Stay of proceedings on stayed until the appointment of a next friend in his place.
- Application for appoint. able time, to take steps to get a new ment of new next friend. next friend appointed, any person interested in the minor or the matter at issue may apply to the Court for the appointment of one, and the Court may appoint such person as it thinks fit.
- Course to be followed by minor plaintiff or application on whose behalf an application is pending, on coming of age must elect whether he will proceed with the suit or application.
- Where he elects to proceed with it, he shall apply for an order discharging the next friend, proceed.

 and for leave to proceed in his own name.

The title of the suit or application shall in such case be corrected so as to read thenceforth thus:

- "A, B, late a minor by C, D, his next friend, but now of full age."
- 452. If he elects to abandou the suit or application, he

 Where he elects to shall, if a sole plaintiff, or sole appliabandon.

 cant, apply for an order to dismiss the suit or application on repayment of the costs incurred by the defendant or respondent, or which may have been paid by his next friend,

453. Any application under section 451 or section 452

Making and proving applications under section 452 may be made ex parte; and it must be proved by affidavit that the late minor has attained his full age.

When minor co-plaintiff on coming of age, and desiring to repudiate the suit must apply to have his name struck out as co-plaintiff; and the Court, if it find that he is not a necessary party, shall dismiss him from the suit on such terms as to costs or otherwise as it thinks fit.

Notice of the application shall be served on the next friend, as well as on the defendant; and it must be proved by affidavit that the late minor has attained his full age. The

Costs. costs of all parties of such application and of all or any proceedings there-tofore had in the suit shall be paid by such persons as the Court directs.

If the late minor be a necessary party to the suit, the Court may direct him to be made a defendant.

When suit unreasonable the satisfaction of the Court that a or improper. the satisfaction of the Court that a suit instituted in his name by a next friend was unreasonable or improper, he may, if a sole plaintiff, apply to have the suit dismissed.

Notice of the application shall be served on all the parties concerned: and the Court, upon being satisfied of such unreasonableness or impropriety, may grant the application,

costs of all parties in respect of the application and of anything done in the suit.

456. An order for the appointment of a guardian for the Petition for appoint—suit may be obtained upon application ment of guardian ad litem. in the name of the minor. Such application must be supported by an affidavit verifying the

fact that the proposed guardian has no interest in the matters in question in the suit adverse to that of the minor, and that he is a fit person to be so appointed.

- Who may be guardian may be appointed guardian for the suit, if he has no interest adverse to that of the minor; but neither a plaintiff, nor a married woman, can be so appointed.
- Guardian neglecting his duty may be removed.

 Court may remove him, and may order him to pay such costs as may have been occasioned to any party by his breach of duty.
- 459. If the guardian for the suit dies pending such suit or is removed by the Court, the Court shall appoint a new guardian in his place.
- When decree to be enforcement of a decree is applied for against the heir or representative, being a minor, of a deceased party, a guardian for the suit of such minor shall be appointed by the Court, and the decree-holder shall serve on such guardian notice of such application.
- Before decree next friend or guardian ad litem not to receive money without leave of Court and giving security.

 Before decree next friend or guardian for the suit at any time on behalf of a minor, at any time before decree or order, unless he has first obtained the leave of the Court, and given security to its satisfaction that

leave of the Court, and given security to its satisfaction that such money or other thing shall be duly accounted for to, and held for the benefit of, such minor.

462. No next friend or guardian for the suit shall, with-Next friend or guardian out the leave of the Court, enter into ad litem not to compromise without leave of Court. any agreement or compromise on behalf of a minor, with reference to the suit in which he acts as next friend or guardian.

Any such agreement or compromise entered into without

Compromise leave voidable.

without the leave of the Court shall be voidable against all parties other than the minor.

Application of sections 440 to 462

Application of sections 440 to 462 to persons of unsound mind.

Application of sections 440 to 462 to persons of unsound mind, adjudged to be so under Act No. XXXV of 1858, or under any other law for the time being in force.

Wards of Court.

whose person or property a guardian or manager has been appointed by the Court of Wards or by the Civil Court under any local law.

CHAPTER XXXII.

SUITS BY AND AGAINST MILITARY MEN.

Officers or soldiers who cannot obtain leave may authorize any person to sue or defending the suit in person, he may authorize any person to sue or defend in his stead.

The authority shall be in writing and shall be signed by the officer or soldier in the presence of (a) his commanding officer or of the next subordinate officer, if the party be himself the commanding officer, or (b) where the officer or soldier is serving in military staff employment, the head or other superior officer of the office in which he is employed. Such commanding or other officer shall countersign the authority which shall be filed in Court.

When so filed, the countersignature shall be sufficient proof that the authority was duly executed, and that the officer or soldier by whom it was granted could not obtain leave of absence for the purpose of prosecuting or defending the suit in person.

Explanation.—In this chapter the expression 'commanding officer' means the officer in actual command for the time being of any regiment, corps, detachment or depôt, to which the officer or soldier belongs.

- Person so authorized prosecute or defend a suit in his stead may act personally or appoint pleaders. may prosecute or defend it in person in the same manner as the officer or soldier could do if present; or he may appoint a pleader to prosecute or defend the suit on behalf of such officer or soldier.
- Service on person so authorized, or on his pleader, to be good service. on behalf of such officer or soldier, shall be as effectual as if they had been served on the party in person or on his pleader.
- Service on officers and shall send a copy of the summons to soldiers. his commanding officer for the purpose of being served on him.

The officer to whom such copy is sent, after causing it to be served on the person to whom it is addressed, if practicable, shall return it to the Court with the written acknowledgment of such person endorsed thereon.

If from any cause the copy cannot be so served, it shall be returned to the Court by which it was sent, with information of the cause which has prevented the service. Execution of warrant of is to be executed within the limits of arrest in cantonments, &c. a cantonment, garrison, military station, or military bazar, the officer charged with the execution of such warrant shall deliver the same to the commanding officer.

The commanding officer shall back the warrant with his signature, and if the person named therein is within the limits of his command, shall cause him to be arrested and delivered to the officer so charged.

CHAPTER XXXIII.

INTERPLEADER.

When interpleader suit another the same payment or property may be instituted. from another person, whose only interest therein is that of a mere stakeholder, and who is ready to render it to the right owner, such stakeholder may institute a suit of interpleader against all the claimants for the purpose of obtaining a decision as to whom the payment or property should be made or delivered, and of obtaining indemnity for himself:

Provided that if any suit is pending in which the rights of all parties can properly be decided, the stakeholder shall not institute a suit of interpleader.

- 471. In every suit of interpleader the plaint must, in addition to the other statements necessary for plaints, state—
 - (a) that the plaintiff has no interest in the thing claimed otherwise than as a mere stakeholder;
 - (b) the claims made by the defendants severally; and
 - (c) that there is no collusion between the plaintiff and any of the defendants.

Payment of thing claimed is capable of being paid into Court or placed in the custody of the Court, the plaintiff must so pay or place it before he can be entitled to any order in the suit.

Procedure at first hearing. 473. At the first hearing the Court may

(a) declare that the plaintiff is discharged from all liability to the defendants in respect of the thing claimed, award him his costs, and dismiss him from the suit:

or, if it thinks that justice or convenience so require,

- (b) retain all parties until the final disposal of the suit: and if it finds that the admissions of the parties or other evidence enable it,
 - (c) adjudicate the title to the thing claimed; or else it may
 - (d) direct the defendants to interplead one another by filing statements and entering into evidence for the purpose of bringing their respective claims before the Court.
- When agents and tenants may institute interpleader-suits.

 When agents and tenants and tenants and so sue their principals, or tenants to sue their landlords, for the purpose of compelling them to interplead with any persons other than persons making claim through such principals or landlords.

Illustrations.

- (a) A deposits a box of jewels with B as his Agent. Calleges that the jewels were wrongfully obtained from him by A, and claims them from B. B cannot institute an interpleader-suit against A and C.
- (b) A deposits a box of jewels with B as his agent. He then writes to C for the purpose of making the jewels a security for a debt due from himself to C. A afterwards alleges that C's debt is satisfied, and C alleges the contrary. Both claim the jewels from B. B may institute an interpleader suit against A and C.

475. When the suit is properly instituted, the Court may Charge of plaintiff's provide for the plaintiff's costs by costs. giving him a charge on the thing claimed or in some other effectual way.

If any of the defendants in an interpleader-suit is actually suing the stakeholder in res-Procedure where a depect of the subject of such suit, the fendant is suing stakeholder. Court in which the suit against the stakeholder is pending shall, on being duly informed by the Court which passed the decree in the interpleader-suit in favour of the stakeholder, that such decree has been passed, stay the proceedings as against him; Costs and his costs in the suit so stayed may be provided for in such suit; but if and so far as they are not provided for in that suit, they may be added to his costs incurred in the interpleader-suit.

PART IV.

PROVISIONAL REMEDIES.

CHAPTER XXXIV.

OF ARREST AND ATTACHMENT BEFORE JUIGMENT.

A .- Arrest before Judgment.

477. If at any stage of any suit, other than a suit for when plaintiff may the possession of immoveable property, apply that security be the plaintiff satisfies the Court by affidavit—

that the defendant, with intent to avoid or delay the plaintiff, or to avoid any process of the Court, or to obstruct or delay the execution of any decree that may be passed against him,

- (a) has absconded or left the jurisdiction of the Court, or
- (b) is about to abscord or to leave the jurisdiction of the Court, or

(c) has disposed of or removed from the jurisdiction of the Court his property or any part thereof, or

that the defendant is about to leave British India under circumstances affording reasonable probability that the plaintiff will or may thereby be obstructed or delayed in the execution of any decree that may be passed against the defendant in the suit,

the plaintiff may apply to the Court that security be taken for the appearance of the defendant to answer any decree that may be passed against him in the suit.

forder to bring up defendant to show cause why he should not give security.

478. If the Court, after examining the applicant, and making such further investigation as it thinks fit,

is satisfied

that the defendant, with any such intent as aforesaid,

- (a) has absconded or left the jurisdiction of the Court, or
- (b) is about to abscond or to leave the jurisdiction of the Court, or
- (c) has disposed of or removed from the jurisdiction of the Court his property or any part thereof, or

that the defendant is about to leave British India under the circumstances last aforesaid,

the Court may issue an order for bringing the defendant before the Court to show cause why he should not give security for his appearance.

16 defendant fail to show such cause, the Court It defendant fail to show cause, Court may order him to make deposit or give security.

Court money or other property sufficient to answer the claim against him, or to give security for his appearance at any time when called upon while the suit is pending, and until execution or satisfaction of any decree that may be passed against him in the suit.

The surety shall bind himself, in default of such appearance, to pay any sum of money which the defendant may be ordered to pay in the suit.

The surety for the appearance of the defendant may at any time apply to the Court in Procedure in case of which he became such surety to be

application by surety to be discharged.

discharged from his obligation. On such application being made, the Court shall summon

the defendant to appear, or, if it thinks fit, may issue a warrant for his arrest in the first instance.

On the appearance of the defendant pursuant to the summons or warrant, or on his voluntary surrender, the Court shall direct the surety to be discharged from his obligation, and shall call upon the defendant to find fresh security.

481. If the defendant fail to comply with any order

Procedure where de- under section 479 or section 480, the fendant fails to give se-Court may commit him to jail until curity or find fresh secuthe decision of the suit, or, if judgrity. ment be given against the defendant, until the execution of the decree: Provided that no person shall be imprisoned under this section in any case for a longer period than six months. nor for a longer period than six weeks when the amount or value of the subject-matter of the suit does not exceed fifty rupees.

The provisions of section 339 as to allowances Subsistence of defend- payable for the subsistence of judgant arrested ment-debtors shall apply to all defendants arrested under this chapter.

B .- Attachment before Judgment.

483. If at any stage of any suit the plaintiff satisfies the

Application before judgment for security from defendant to satisfy decree, and in default for attachment of property.

Court by affidavit that the defendant, with intent to obstruct or delay the execution of any decree that may be passed against him,

- (a) is about to dispose of the whole or any part of his property, or to remove the same from the jurisdiction of the Court in which the suit is pending, or
- (b) has quitted the jurisdiction of the Court, leaving therein property belonging to him,

the plaintiff may apply to the Court to call upon the defendant to furnish security to satisfy any decree that may be passed against him in such suit, and, on his failing to give such security, to direct that any portion of his property shall be attached until the further order of the Court.

The application shall, unless the Court otherwise directs, specify the property required to be attached, and the estimated value thereof.

Court may call on defendant to furnish security or show cause.

Court may call on defendant to furnish security or show cause.

A84. If the Court, after examining the applicant, and making any further investigation which it thinks fit, is satisfied that the defendant is about to dispose of or

remove his property, with intent to obstruct or delay the execution of any decree that may be passed against him in the suit, the Court may require him, within a time to be fixed by the Court, either to furnish security in such sum as may be specified in the order, to produce and place at the disposal of the Court, when required, the said property or the value of the same, or such portion thereof as may be sufficient to satisfy the decree, or to appear and show cause why he should not furnish security.

The Court may also in the order direct the conditional attachment of the whole or any portion of the property specified in the application.

Attachment if cause not shown or security not furnish security required within the time fixed by the Court, the Court may

order that the property specified in the application, or such portion thereof as appears sufficient to satisfy any decree which may be passed in the suit, shall be attached.

If the defendant show such cause or furnish the required withdrawal of attach. security, and the property specified in the application or any portion of it has been attached, the Court shall order the attachment to be withdrawn.

- 486. The attachment shall be made in the manner herein Mode of making at provided for the attachment of protachment.

 perty in execution of a decree for money.
- A87. If any claim be preferred to the property attached before judgment, such claims shall be investigated in the manner herein-before judgment.

 Lambda before provided for the investigation of claims to property attached in execution of a decree for money.
- 488. When an order of attachment before judgment is

 Removal of attachment passed, the Court which passed the when security furnished. order shall remove the attachment whenever the defendant furnishes the security required, together with security for the costs of the attachment, or when the suit is dismissed.

489. Attachment before judgment shall not affect the

Attachment not to affect rights of strangers, or bar the decree-holder from applying for sale.

rights existing, prior to the attachment of persons not parties to the suit, nor bar any person holding a decree against the defendant from applying

for the sale of the property under attachment in execution of such decree.

Property attached under this chapter, not to be decree is given in favour of the plainet decree.

tiff, it shall not be necessary to reattach the property in execution of such decree.

C .- Compensation for improper Arrests or Attachments.

Compensation for obtaining arrest or attachment taining arrest or attachment on insufficient grounds.

Agents of the compensation for obtaining arrest or attachment of insufficient was applied for on insufficient grounds,

or if the suit of the plaintiff fails, and it appears to the Court that there was no probable ground for instituting the suit,

the Court may, on the application of the defendant, award against the plaintiff in its decree such amount, not exceeding one thousand rupees, as it deems a reasonable compensation to the defendant for the expense or injury caused to him by the arrest or attachment:

Provided that the Court shall not award under this section a larger amount than it might decree in a suit for compensation.

An award under this section shall bar any suit for compensation in respect of such arrest or attachment.

CHAPTER XXXV.

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OF TEMPORARY INJUNCTIONS AND INTERLOCUTORY ORDERS.

A .- Temporary Injunctions.

Cases in which temporary injunction may be granted.

(a) that any property in dispute in a suit is in danger of being wasted, damaged or alienated by any party to the suit, or wrongfully sold in execution of a decree, or

(b) that the defendant threatens, or is about to remove or dispose of his property with intent to defraud his creditors,

the Court may by order grant a temporary injunction to restrain such act, or give such other order for the purpose of

staying and preventing the wasting, damaging, alienation, sale, removal or disposition of the property as the Court thinks fit, or refuse such injunction or other order.

In any suit for restraining the defendant from comInjunction to restrain
repetition or continuance of breach.

Injury, whether compensation be claimed in the suit or not, the plaintiff may, at any time after the commencement of the suit, and either before or after judgment, apply to the Court for a temporary injunction to restrain the defendant from committing the breach of contract or injury complained of, or any breach of contract or injury of a like kind arising out of the same contract or relating to the same property or right.

The Court may by order grant such injunction on such terms as to the duration of the injunction, keeping an account, giving security, or otherwise, as the Court thinks fit, or refuse the same.

In case of disobedience, an injunction granted under this section or section 492 may be enforced by the imprisonment of the defendant for a term not exceeding six months, or the attachment of his property, or both.

No attachment under this section shall remain in force for more than one year, at the end of which time if the defendant has not obeyed the injunction, the property attached may be sold, and out of the proceeds the Court may award to the plaintiff such compensation as it thinks fit and may pay the balance, if any, to the defendant.

Before granting injunction, Court may direct notice to be given to opposite party.

Before granting injunction, Court may direct took would be defeated by the delay, before granting an injunction, direct notice of the application for the same to be given to the opposite party.

An injunction directed to a corporation or public company is binding not only on the company its members and officers.

Company is binding not only on the company itself, but also on all members and officers of the corporation or company whose personal action it seeks to restrain.

496. Any order for an injunction may be discharged or varied, or set aside by the Court, on application made thereto by any party dissatisfied with such order.

Compensation to defendant for issue of injunction on insufficient grounds.

BELLEVIER OF THE

497. If it appears to the Court that the injunction was applied for on insufficient grounds, or

if, after the issue of the injunction, the suit is dismissed or judgment is given against the plaintiff by default or otherwise, and it appears to the Court that there was no probable ground for instituting the suit,

the Court may, on the application of the defendant, award against the plaintiff in its decree such sum, not exceeding one thousand rupees, as it deems a reasonable compensation to the defendant for the expense or injury caused to him by the issue of the injunction:

Provided that the Court shall not award under this section a larger amount than it might decree in a suit for compensation.

An award under this section shall bar any suit for compensation in respect of the issue of the injunction.

B .- Interlocutory Orders.

498. The Court may, on the application of any party
Power to order interim to a suit, order the sale, by any persale of perishable articles. son named in such order, and in such
manner and on such terms as it thinks fit, of any moveable

property being the subject of such suit, which is subject to speedy and natural decay.

Power to make order for detention, &c., of subjectmatter and to authorize entry, taking of samples and experiments. 499. The Court may, on the application of any party to a suit, and on such terms as it thinks fit,

- (a) make an order for the detention, preservation or inspection of any property being the subject of such suit;
- (b) for all or any of the purposes aforesaid, authorise any person to enter upon or into any land or building in the possession of any other party to such suit, and
- (c) for all or any of the purposes aforesaid, authorise any samples to be taken, or any observation to be made or experiment to be tried, which may seem necessary or expedient for the purpose of obtaining full information or evidence.

The provisions hereinbefore contained as to execution of process shall apply, mutatis mutandis, to persons authorised to enter under this section.

Application for such section 498 or section 499 may be orders to be after notice. made after notice in writing to the defendant at any time after service of the summons.

An application by the defendant for a like order may be made after notice in writing to the plaintiff, and at any time after the applicant has appeared.

When party may be put in immediate possession of land, the subject of suit.

A tenure liable to sale, is the subject of a suit, if the party in possession of such land or tenure neglects to pay the Government revenue, or the rent due to the proprietor of the tenure, as the case may be, and such land or

tenure is consequently ordered to be sold, any other party

to the suit claiming to have an interest in such land or tenure may, upon payment of the revenue or rent due previously to the sale (and with or without security at the discretion of the Court), be put in immediate presession of the land or tenure;

and the Court in its decree may award against the defaulter the amount so paid, with interest thereupon at such rate as the Court thinks fit, or may charge the amount so paid, with interest thereupon at such rate as the Court orders, in any adjustment of accounts which may be directed in the decree passed in the suit.

502. When the subject-matter of a suit is money or Deposit of money, &c., in Court.

Some other thing capable of delivery, and any party thereto admits that he holds such money or other thing as a trustee for another party, or that it belongs or is due to another party, the Court may order the same to be deposited in Court or delivered to such last-named party, with or without security, subject to the further direction of the Court.

CHAPTER XXXVI.

APPOINTMENT OF RECEIVERS.

- Power of Court to appears to the Court to be necessary for the realization, preservation or better custody or management of any property, moveable or immoveable, the subject of a suit, or under attachment, the Court may by order
 - (a) appoint a receiver of such property, and, if need be,
 - (b) remove the person in whose possession or custody the property may be from the possession or custody thereof;
 - (c) commit the same to the custody or management of such receiver; and

(d) grant to such receiver such fee or commission on the rents and profits of the property by way of remuneration, and all such powers as to bringing and defending suits, and for the realization, management, protection, preservation and improvement of the property, the collection of the reuts and profits thereof, the application and disposal of such rents and profits, and the execution of instruments in writing, as the owner himself has, or such of those powers as the Court thinks fit.

Every receiver so appointed shall

(e) give such security (if any) as the Court thinks fit duly to account for what he shall receive in respect of the property,

(f) pass his accounts at such periods and in such form as the Court directs,

(g) pay the balance due from him thereon as the Court directs, and

(h) be responsible for any loss occasioned to the property by his wilful default or gross negligence.

Nothing in this section authorizes the Court to remove from the possession or custody of property under attachment any person whom the parties to the suit, or some or one of them, have or has not a present right so to remove.

504. If the property be land paying revenue to Governwhen Collector may be ment, or land of which the revenue has appointed receiver. been assigned or redeemed, and the Court considers that the interests of those concerned will be promoted by the management of the Collector, the Court may appoint the Collector to be receiver of such property.

Courts empowered uncised only by High Courts and District der this chapter. Courts. Provided that whenever the Judge of a Court subordinate to a District Court considers it

expedient that a receiver should be appointed in any suit before him, he shall nominate such person as he considers fit for such appointment, and submit such person's name, with the grounds for the nomination, to the District Court, and the District Court shall authorize such Judge to appoint the person so nominated or pass such other order as it thinks fit.

PART V.

OF SPECIAL PROCEEDINGS.

CHAPTER XXXVII.

REFERENCE TO ARBITRATION.

Parties to suit may apply for order of reference.

Parties to suit may apply for order of reference.

Parties to suit may difference between them in the suit be referred to arbitration, they may, at any time before judgment is pronounced, apply, in person or by their respective pleaders specially authorized in writing in this behalf, to the Court for an order of reference.

Every such application shall be in writing and shall state the particular matter sought to be referred.

507. The arbitrator shall be nominated by the parties in Nomination of arbitra. such manner as may be agreed upon tor. between them.

When Coart to nomination, or if the person whom they nominate arbitrator.

The parties cannot agree with respect to such nomination, or if the person whom they nominate arbitrator.

The parties cannot agree with respect to such nominate the arbitrator.

508. The Court shall, by order, refer to the arbitrator the matter in difference which he is required to determine, and shall fix such time as it thinks reasonable for the delivery of the award, and specify such time in the order.

When once a matter is referred to arbitration the Court shall not deal with it in the same suit, except as hereinafter provided.

509. If the reference be to two or more arbitrators,

When reference is to provision shall be made in the order two or more, order to provide for difference of opinion among the nion.

arbitrators,

- (a) by the appointment of an umpire, or
- (b) by declaring that the decision shall be with the majority if the major part of the arbitrators agree, or
- (c) by empowering the arbitrators to appoint an umpire, or
- (d) otherwise, as may be agreed between the parties; or, if they cannot agree, as the Court determines.

If an umpire is appointed, the Court shall fix such time as it thinks reasonable for the delivery of his award in case he is required to act.

Death, incapacity, &c., of arbitrators or umpire. tors than one, any of the arbitrators, or the umpire, dies, or refuses, or neglects, or becomes incapable to act, or leaves British India under circumstances showing that he will probably not return at an early date, the Court may in its discretion either appoint a new arbitrator or umpire in the place of the person so dying, or refusing, or neglecting, or becoming incapable to act, or leaving British India, or make an order superseding the arbitration, and in such case shall proceed with the suit.

Appointment of umpire of reference to appoint an umpire and by Court. fail to do so, any of the parties may serve the arbitrators with a written notice to appoint an umpire; and if, within seven days after such notice has been served or such further time as the Court may in each case

allow, no umpire be appointed, the Court, upon the application of the party who has served such notice as aforesaid, may appoint an umpire.

512. Every arbitrator or umpire appointed, under sections 509,510 or 511 shall have the like powers as if his name had been sections 509,510,511.

513. The Court shall issue the same processes to the parties and witnesses whom the arbitrators or umpire desire to examine, as the Court may issue in suits tried before it.

Persons not attending in accordance with such process,

Punishment for de- or making any other default, or refusing to give their evidence, or guilty
of any contempt to the arbitrator or umpire during the investigation of the matters referred, shall be subject to the
like disadvantages, penalties and punishments by order of the
Court on the representation of the arbitrator or umpire, as they
would incur for the like offences in suits tried before the Court.

514. If from the want of the necessary evidence or inExtension of time for formation, or from any other cause,
making award. the arbitrators cannot complete the
award within the period specified in the order, the Court
may, if it think fit, either grant a further time, and from
time to time enlarge the period for the delivery of the
award, or make an order superseding the arbitration, and
in such case shall proceed with the suit.

When umpire may arbitrate in lieu of arbitrate tors.

515. When an umpire has been appointed, he may enter on the reference in the place of the arbitrators

- (a) if they have allowed the appointed time to expire without making an award, or
- (b) when they have delivered to the Court or to the umpire a notice in writing stating that they cannot agree.

Award to be signed and sons who made it shall sign it and filed. cause it to be filed in Court, together with any depositions and documents which have been taken and proved before them; and notice of the filing shall be given to the parties.

Arbitrators or umpire arbitrators or umpire may, with the may state special case. consent of the Court, state the award as to the whole or any part thereof in the form of a special case for the opinion of the Court; and the Court shall deliver its opinion thereon; and such opinion shall be added to and form part of the award.

518. The Court may, by order, modify or correct an award,

(a) where it appears that a part of the award is upon a matter not referred to arbitration, tion modify or correct award in certain cases.

The provided such part can be separated from the other part and does not affect the decision on the matter referred, or

(b) where the award is imperfect in form, or contains any obvious error which can be amended without affecting such decision.

Order as to costs of fit respecting the costs of the arbitration, if any question arise respecting such costs and the award contain no sufficient provision concerning them.

When award or matter ferred to arbitration to the reconsireferred to arbitration deration of the same arbitrators or ummay be remitted.

The Court may remit the award or any matter referred to arbitration deration of the same arbitrators or umpire, upon such terms as it thinks fit,

(a) where the award has left undetermined any of the matters referred to arbitration, or where it determines any matter not referred to arbitration;

- (b) where the award is so indefinite as to be incapable of execution;
- (c) where an objection to the legality of the award is apparent upon the face of it.
- 521. An award remitted under section 520 becomes void

 Grounds for setting on the refusal of the arbitrators or aside award. umpire to reconsider it. But no award shall be set aside except on one of the following grounds (namely)—
 - (a) corruption or misconduct of the arbitrator or umpire;
- (b) either party having been guilty of fraudulent concealment of any matter which he ought to have disclosed, or of wilfully misleading or deceiving the arbitrator or umpire;
- (c) the award having been made after the issue of an order by the Court superseding the arbitration and restoring the suit;

and no award shall be valid unless made within the period allowed by the Court.

522. If the Court sees no cause to remit the award or Judgment to be according to award. any of the matters referred to arbitration for reconsideration in manner aforesaid, and if no application has been made to set aside the award, or if the Court has refused such application,

the Court shall, after the time for making such application has expired, proceed to give judgment according to the award,

or, if the award has been submitted to it in the form of a special case, according to its own opinion on such case:

Upon the judgment so given a decree shall follow, and shall be enforced in manner provided in this Code for the execution of decrees. No appeal shall lie from such decree except in so

far as the decree is in excess of, or not in accordance with,

Agreement to refer to arbitration may be filed in Court.

Agreement to refer to arbitration may be filed in the agreement or to be

appointed by any Court having jurisdiction in the matter to which the agreement relates, the parties thereto, or any of them, may apply that the agreement be filed in Court.

The application shall be in writing and shall be numbered Application to be numbered and registered as a suit between one bered and registered. or more of the parties interested or claiming to be interested as plaintiff or plaintiffs, and the others or other of them as defendants or defendant, if the application have been presented by all the parties, or, if otherwise, between the applicant as plaintiff and the other parties as defendants.

On such application being made, the Court shall direct

Notice to show cause notice thereof to be given to any of
against filing it. the parties to the agreement other
than the applicants, requiring such parties to show cause,
within the time specified in the notice, why the agreement
should not be filed.

If no sufficient cause be shown, the Court may cause the agreement to be filed, and shall make an order of reference thereon, and may also nominate the arbitrator when he is not named therein, and the parties cannot agree as to the nomination.

524. The foregoing provisions of this chapter, so far as

Provisions of this chapter applicable to proceedings under order of reference.

The foregoing provisions of this chapter, so far as they are consistent with any agreement so filed, shall be applicable to all proceedings under an order of reference made by the Court under section 523, and to the award of arbitration and to the enforcement of the decree founded thereupon.

525. When any matter has been referred to arbitration

Filing award in matter referred to arbitration without the intervention of a Court of Justice, and an award has been made thereon, any person interested having jurisdiction over the matter to which the award relates, that the award be filed in Court.

The application shall be in writing and shall be numbered

Application to be numbered and registered as a suit between the applicant as plaintiff and the other parties as defendants.

The Court shall direct notice to be given to the parties to

Notice to parties to arthe arbitration other than the applibitration.

cant, requiring them to show cause, within a time specified, why the award should not be filed.

526. If no ground such as is mentioned or referred to Filing and enforcement in section 520 or 521, be shown of such award. against the award, the Court shall order it to be filed, and such award shall then take effect as an award made under the provisions of this chapter.

CHAPTER XXXVIII.

OF PROCEEDINGS ON AGREEMENT OF PARTIES.

- 527. Parties claiming to be interested in the decision of
 Power to state case any question of fact or law may enter
 for Court's opinion. into an agreement in writing stating
 such question in the form of a case for the opinion of the
 Court, and providing that, upon the finding of the Court
 with respect to such question,
- (a) a sum of money fixed by the parties, or to be determined by the Court, shall be paid by one of the parties to the other of them; or
- (b) some property, moveable or immoveable, specified in the agreement, shall be delivered by one of the parties to the other of them; or

(c) one or more of the parties shall do, or refrain, from doing, some other particular act specified in the agreement.

Every case stated under this section shall be divided into consecutively numbered paragraphs, and shall concisely state such facts and documents as may be necessary to enable the Court to decide the questions raised thereby.

- When value of subject. perty, or for the delivery of any promatter must be stated. perty, or for the doing or the refraining from doing, any particular act, the estimated value of the property to be delivered, or to which the act specified has reference, shall be stated in the agreement.
- 529. The agreement, if framed in accordance with the Agreement to be filed rules hereinbefore contained, may be and numbered as a suit. filed in the Court which would have jurisdiction to entertain a suit, the amount or value of the subject-matter of which is the same as the amount or value of the subject-matter of the agreement.

The agreement, when so filed, shall be numbered and registered as a suit between one or more of the parties claiming to be interested, as plaintiff or plaintiffs, and the other or others of them as defendant or defendants; and notice shall be given to all the parties to the agreement other than the party or parties by whom it was presented.

- Parties to be subject to it shall be subject to the jurisdiction court's jurisdiction. of the Court, and shall be bound by the statements contained therein.
- 531. The case shall be set down for hearing as a suit

 Hearing and disposal instituted under chapter V., the provi
 of the case. sions of which shall apply to such suit

 so far as the same are applicable.

If the Court is satisfied, after an examination of the parties, or taking such evidence as it thinks fit,

- (a) that the agreement was duly executed by them, and
- (b) that they have a bona fide interest in the question stated therein, and
- (c) that the same is fit to be decided,

it shall proceed to pronounce judgment thereon, in the same way as in an ordinary suit, and upon the judgment so given a decree shall follow, and shall be enforced in the manner provided in this Code for the execution of decrees.

CHAPTER XXXIX.

OF SUMMARY PROCEDURE ON NEGOTIABLE INSTRUMENTS.

In any Court to which this section applies all suits upon bills of exchange, hundís or promissory notes may, in case the change, &c.

plaintiff desires to proceed under this

chapter, be instituted by presenting a plaint in the form prescribed by this Code; but the summons shall be in the form contained in the fourth schedule hereto annexed, No. 172, or in such other form as the High Court may from time to time prescribe.

In any case in which the plaint and summons are in such forms respectively, the defendant shall not appear or defend the suit unless he obtains leave from a Judge as hereinafter mentioned so to appear and defend;

and in default of his obtaining such leave or of appearance and defence in pursuance thereof, the plaintiff shall be entitled to a decree for any sum not exceeding the sum mentioned in the summons, together with interest at the rate specified (if any) to the date of the decree, and a sum for costs to be fixed by a rule of the High Court, unless the plaintiff claim more than such fixed sum, in which case the costs shall be ascertained in the ordinary way, and such decree may be enforced forthwith.

The defendant shall not be required to pay into Court
the sum mentioned in the summons,

Payment into Court of
sum mentioned in sum
or to give security therefor, unless the
Court thinks his defence not to be

prima facie sustainable or feels reasonable doubt as to its good faith.

Explanation.—This section is not confined to cases in which the bill, hundi or note sued upon, together with mere lapse of time, is sufficient to establish a primâ facie right to recover.

533. The Court shall, upon application by the defendant, give leave to appear and to defend the

Defendant showing defence on merits to have leave to appear and to defend the suit, upon the defendant paying into Court the sum mentioned in the sum-

mons or upon affidavits satisfactory to the Court, which disclose a defence or such facts as would make it incumbent on the holder to prove consideration, or such other facts as the Court may deem sufficient to support the application, and on such terms as to security, framing and recording issues, or otherwise, as the Court thinks fit.

Power to set aside descree, the Court may, under special circumstances, set aside the decree, and if necessary stay or set aside execution, and may give leave to appear to the summons and to defend the suit, if it seem reasonable to the Court so to do, and on such terms as the Court thinks fit.

535. In any proceeding under this chapter the Court may order the bill, hundí, or note on which the suit is founded to be forthwith deposited with an officer of the Court, and may further order that all proceedings shall be

stayed until the plaintiff give security for the costs thereof.

536. The holder of every dishonoured bill of exchange
or promissory note shall have the same

Recovery of cost of noting non-acceptance of dishonoured bill.

or promissory note shall have the same remedies for the recovery of the expenses incurred in noting the same for non-acceptance or non-payment, or otherwise, by reason of such dishonour, as he has under this chapter for the recovery of the amount of such bill or note.

Procedure in suits under this chapter.

Except as provided by sections 532 to 536, both inclusive, the procedure in suits under this chapter shall be the same as the procedure in suits instituted under chapter V.

Power to extend this 538. Sections 532 to 537 (both chapter. inclusive) apply only to—

- the High Courts of Judicature at Fort William, and hards, and Bombay;
- ota (b) the Court of the Recorder of Rangoon;
- (c) the Courts of Small Causes in Calcutta, Madras, and Bombay;
 - (d) the Court of the Judge of Karáchi; and
- diction to which the Local Government may, by notification in the official Gazette, apply them.

In case of such application the Local Government may direct by whom any of the powers and duties incident to the provisions so applied shall be exercised and performed, and make any rules which it thinks requisite for carrying into operation the provisions so applied.

Within one month after such notification has been published, such provisions shall apply accordingly, and the rules so made shall have the force of law.

The Local Government may from time to time alter or cancel any such notification.

CHAPTER XL.

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OF SUITS RELATING TO PUBLIC CHARITIES.

When suit relating to constructive trust created for public charities may be charitable purposes, or whenever the

direction of the Court is deemed necessary for the administration of any such trust, the Advocate General acting exofficio, or two or more persons having a direct interest in the trust and having obtained the consent in writing of the Advocate General, may institute a suit in the High Court or the District Court within the local limits of whose civil jurisdiction the whole or any part of the subject matter of the trust is situate, to obtain a decree—

- (a) appointing new trustees of the charity ;
- (b) vesting any property in the trustees of the charity:
- (c) declaring the proportions in which its objects are entitled:
- (d) authorizing the whole or any part of its property to be let, sold, mortgaged or exchanged:
- (e) settling a scheme for its management;

or granting such further or other relief as the nature of the case may require.

The powers conferred by this section on the Advocate General may (where there is no Advocate General) be exercised by the Government Advocate or (where there is no Government Advocate) by such officer as the Local Government may appoint in this behalf.

PART VI.

OF APPEALS.

CHAPTER XLI.

OF APPEALS FROM ORIGINAL DECREES.

540. Unless when otherwise expressly provided in this

Appeal to lie from all criginal decrees, except when expressly prohibited.

of the decrees, of the Courts exercising original jurisdiction

to the Courts authorized to hear appeals from the decisions of those Courts.

Form of appeal. randum in writing presented by the appellant and shall be accompanied by a copy of the decree appealed against and (unless the appellate Court dispenses therewith) of decree and judgment.

Such memorardum shall set forth, concisely and under

Memorandum of aption to the decree appealed against,
without any argument or narrative, and such grounds shall
be numbered consecutively.

Appellant confined to grounds set out.

Court, urge or be heard in support of any other ground of objection, but the Court in deciding the appeal shall not be confined to the grounds set forth by the appellant:

Provided that the Court shall not rest its decision on any ground not set forth by the appellant, unless the respondent has had sufficient opportunity of contesting the case on that ground.

Rejection of memorandum of appeal be not drawn up in the manner hereinbefore predum or grounds of objection.

Rejection of memorandum of appeal be not drawn up in the manner hereinbefore predum or grounds of objection.

Scribed, it may be rejected, or be returned to the appellant for the purpose of being amended within a time to be fixed by the Court, or be amended then and there.

When the Court rejects under this section any memorandum, it shall record the reasons for such rejection.

When a memorandum of appeal is amended under this section, the Judge, or such officer as he appoints in this behalf, shall attest the amendment by his signature.

Where there are more plaintiffs or more defendants

One of several plaintiffs or defendants may obtain reversal of whole decree if it proceed on ground common to all.

than one in a suit, and the decree appealed against proceeds on any ground common to all the plaintiffs; or to all the defendants, any one of

the plaintiffs or of the defendants may appeal against the whole decree, and the Appellate Court may reverse or modify the decree in favour of all the plaintiffs or defendants as the case may be.

Of staying and executing Decrees under Appeal.

Execution of a decree shall not be stayed by rea-545. son only of an appeal having been preferred against the decree; but the Execution of decree not stayed solely by rea-Appellate Court may for sufficient son of appeal. cause order the execution to be stayed:

If an application be made for the execution of an appealable decree before the expiry of the Stay of execution of time allowed for appealing therefrom, appealable decrae before the Court which passed the decree time for appealing has expired.

may for sufficient cause order the execution to be stayed:

Provided that no order shall be made under this section unless the Court making it is satisfied-

- that substantial loss may result to the party applying for stay of execution unless the order is made;
- (b) that the application has been made without unreasonable delay; and
- (c) that security has been given by the applicant for the due performance of such decree or order as may ultimately be binding Security required before making order to stay upon him. execution.
- 546. If an order is made for the execution of a decree against which an appeal is pending, the Court which passed the decree Security in case of or-der for execution of deshall, on sufficient cause being shown cree appealed against.

by the appellant, require security to be given for the restitution of any property which may be taken in execution of the decree, or for the value of such property, and for the due performance of the decree or order of the Appellate Court,

or the Appellate Court may for like cause direct the Court which passed the decree to take such security.

And when an order has been passed for the sale of immoveable property in execution of a decree for money and an appeal is pending against such decree, the sale shall on the application of the judgment-debtor be stayed until the appeal is disposed of on such terms as to giving security or otherwise as the Court which passed the decree thinks fit.

No such security as is mentioned in sections 545 and 546 shall be required from the

No such security to be required from Government or public officers.

Secretary of State for India in Conncil, or (when Government has under-

taken the defence of the suit) from any public officer sued in respect of an act alleged to be done by him in his official capacity.

noise a Of Procedure in Appeal from Decrees.

Appellate Court or the proper officer

Registry of memorandum of appeal.

the date of presentation, and shall register the appeal in a book to be kept for the purpose.

Register of Appeals. Such book shall be called the Register of Appeals.

Appellate Court may at its discretion, either before the respondent is called upon to appeal and answer or afterwards on the application of the respondent, demand from the appellant security for the costs of the appeal, or of the original suit, or of both:

Provided that the Court shall demand such security in all When appellant resides out of British India. cases in which the appellant is residing out of British India, and is not possessed of any sufficient immoveable property within British India independent of the property (if any) to which the appeal relates.

If such security be not furnished within such time as the Court orders, the Court shall reject the appeal.

Appellate Court to give notice to Court whose decree is appealed against.

The Appellate Court to of the appeal to the Court against whose decree the appeal is made.

If the appeal be from a Court the records of which are

Transmission of papers not deposited in the Appellate Court, to Appellate Court. the Court receiving such notice shall send with all practicable despatch all material papers in the suit, or such papers as may be specially called for by the Appellate Court.

Either party may apply in writing to the Court against
whose decree the appeal is made, specifying any of such papers in such
appealed against.

Court of which he requires copies
to be made; and copies of such papers shall be made at
the expense of the applicant, and shall be deposited accordingly.

551. The Appellate Court may, if it thinks fit, after fixing a time for hearing the appelcision of lower Court lant or his pleader, and hearing him without sending it notice. lant or his pleader, and hearing him accordingly if he appears at such time, confirm the decision of the Court against whose degree the appeal is made, without sending notice of the appeal to such Court and without serving notice on the respondent or his pleader; but in such case the confirmation shall be notified to the same Court.

552. The Appellate Court, unless where it confirms, under section 551, the decision of the lower Court, shall fix a day for hearing the appeal.

Such day shall be fixed with reference to the current business of the Court, the place of residence of the respondent, and the time necessary for the service of the notice of appeal, so as to allow the respondent a sufficient time to appear and answer the appeal on such day.

Publication and service of notice of day for hearor on his pleader in the Appellate Court against whose decree the appeal is made, and shall be served on the respondent or on his pleader in the Appellate Court in the manner provided in chapter VI. for the service on a defendant of a summons to appear and answer; and all rules applicable to such summons and to proceedings with reference to the service thereof, shall apply to the service of such notice.

Appellate Court may itself cause notice to be served.

Appellate Court may itself cause notice to be served on the respondent or his pleader under the rules above referred to.

554. The notice to the respondent shall declare that, if he does not appear in the Appellate Court on the day so fixed, the appeal will be heard ex parts.

Procedure on Hearing.

555. On the day so fixed, or on any other day to which
the hearing may be adjourned, the
party having the right to begin shall
be heard in support of or against the appeal, as the case may
be. The other party shall then be heard, and the party
having the right to begin shall then be entitled to reply.

Explanation.—If the appeal is from the whole decree, or if there are cross-appeals, the party having the right to begin is the party who had the right to begin on the hearing in the Court whose decree is appealed from.

If the appeal is from only a portion of the decree, and there is no cross-appeal, the appellant has the right to begin.

556. If on the day so fixed, or any other day to which the hearing may be adjourned, the Dismissal of appeal for appellant's default. appellant does not attend in person or by his pleader, the appeal shall be dismissed for default.

If the appellant attends and the respondent does not attend, the appeal shall be heard Hearing appeal ex parte. ex parte in his absence.

Dismissal of appeal where notice has not been served in consequence of appellant's failure to deposit cost of notice.

557. If on the day so fixed, or any other day to which the hearing may be adjourned, it is found that the notice to the respondent has not been served in consequence of the failure of the appellant

to deposit, within the period fixed by the Court, the sum required to defray the cost of issuing the notice, the Court may order that the appeal be dismissed:

Provided that no such order shall be passed, although the notice has not been served upon Proviso. the respondent, if on the day fixed for hearing the appeal the respondent appears in person or by a pleader, or by a duly authorized agent.

558. If an appeal be dismissed under section 556 or section 557, the appellant may apply Re-admission of appeal dismissed for default. to the Appellate Court for the re-admission of the appeal; and if it be proved that he was prevented by any sufficient cause from attending when the appeal was called on for hearing, or from depositing the sum so required, the Court may re-admit the appeal on such terms as to costs or otherwise as the Court thinks fit to impose upon him.

559. If it appear to the Court at the hearing that any person who was a party to the suit in the Court against whose decree ing, and direct persons appearing interested to be made respondents. to the Court against whose decree the appeal is made, but who has not been made a party to the appeal, is

interested in the result of the appeal, the Court may adjourn the hearing to a future day to be fixed by the Court, and direct that such person be made a respondent.

Rehearing on application of respondent against whom ex parte decree is made.

the respondent, and judgment is given against him, he may apply to the Appellate Court to re-hear the appeal; and if it be proved that the respondent was prevented by sufficient cause from attending when the appeal was called on for hearing, the Court may re-hear the appeal on such terms as to costs or otherwise as the Court thinks fit to impose upon him.

Upon hearing respondent, though he may not have appealed against any part of the decree, may upon the hearing not only support the decree on any of the grounds decided against him in the Court below, but take any objection to the decree which he could have taken by way of appeal, provided he has given to the appellant or his pleader seven days' notice of such objection.

Such objection shall be in the form of a memorandum, and the provisions of section 541, so far as visions applicable thereto. they relate to the form and contents of the memorandum of appeal, shall apply thereto.

Remand of case by Appellate Court.

Remand of case by Appellate Court.

Remand of case by Appellate Court.

evidence of fact which appears to the Appellate Court essential to the determination of the rights of the parties, and the decree upon such preliminary point is reversed in appeal, the Appellate Court may, if it thinks fit, by order remand the case, together with a copy of the order in appeal, to the Court against whose decree the appeal is made, with directions to re-admit the suit under its original number in the register and proceed to investigate the suit on the merits.

The Appellate Court may, if it think fit, direct what issue or issues shall be tried in any case so remanded.

563. When a case is remanded with directions to take

When further evidence any evidence so excluded the Court
to which the case is remanded shall
not take any other evidence in the case, except evidence tendered to contradict the evidence so taken.

564. The Appellate Court shall not remand a case for a second decision, except as provided in section 562.

When evidence on re. enable the Appellate Court to procord sufficient, Appellate Court shall deternine case finally.

The court shall deternine the case notwithstanding that the judgment of the Court against whose decree the appeal is made has proceeded wholly upon some ground other than that on which the Appellate Court proceeds.

When Appellate Court may frame issues and refer them for trial to Court whose decree is appealed against.

The Court against whose decree the appeal is made has omitted to frame or try any issue, or to determine any question of fact, which appears to the Appellate Court essential to the right deci-

sion of the suit upon the merits, and the evidence upon the record is not sufficient to enable the Appellate Court to determine such issue or question, the Appellate Court may frame issues for trial, and may refer the same for trial to the Court against whose decree the appeal is made, and in such case shall direct such Court to take the additional evidence required,

and such Court shall proceed to try such issue, and shall return to the Appellate Court its finding thereon together with the evidence.

567. Such finding and evidence shall become part of
Finding and evidence to the record in the suit; and either
be put on record.

Objections to finding. by the Appellate Court, present a
memorandum of objections to the finding.

After the expiration of the period fixed for presenting such

Determination of appeal.

memorandum, the Appellate Court
shall proceed to determine the appeal.

- Production of additional evidence in Appellate Court.

 The parties to an appeal shall not be entitled to produce additional evidence, whether oral or documentary, in the Appellate Court. But if
 - (a) the Court against whose decree the appeal is made refused to admit evidence which ought to have been admitted, or,
 - (b) the Appellate Court requires any document to be produced, or any witness to be examined to enable it to pronounce judgment, or for any other substantial cause,

the Appellate Court may allow such evidence to be produced, or document to be received, or witness to be examined.

Whenever additional evidence is admitted by an Appellate Court, the Court shall record on its proceedings the reason for such admission.

Mode of taking additional evidence is allowed to be received, the Appellate Court may either take such evidence, or direct the Court against whose decree the appeal is made or any other subordinate Court, to take such evidence and to send it when taken to the Appellate Court.

570. In all cases where additional evidence is directed or Points to be defined and recorded.

The evidence is to be confined, and record on its proceedings the points so specified.

Of the Judgment in Appeal.

- Judgment when and their pleaders and referring to any where pronounced. part of the proceedings, whether on appeal or in the Court against whose decree the appeal is made, to which reference may be considered necessary, shall pronounce judgment in open Court, either at once or on some future day, of which notice shall be given to the parties or their pleaders.
- 572. The judgment shall be written in English; provided that if English is not the mothertongue of the Judge, and he is not
 able to write an intelligible judgment in English, the judgment shall be written in his mother-tongue or in the language
 of the Court.
- 573. When the language in which the judgment is Translation of judg. written is not the language of the ment. Court, the judgment shall, if any party so require, be translated into such language, and the translation, after it has been ascertained to be correct, shall be signed by the Judge, or such officer as he appoints in this behalf.
 - 574. The judgment of the Appellate Court shall contents of judgment.
 - (a) the points for determination;

- (b) the decision thereupon;
- (c) the reasons for the decision; and
- (d) when the decree appealed against is reversed or varied, the relief to which the appellant is entitled,

and shall at the time that it is pronounced be signed and dated by the Judge or by the Judges concurring therein.

575. When the appeal is heard by a Bench of two or

Decision when appeal is heard by two or more Judges, the appeal shall be decided in accordance with the opinion of such Judges or of the majority (if any) of such Judges.

If there be no such majority which concurs in a judgment varying or reversing the decree appealed against, such decree shall be affirmed:

Provided that if the Bench hearing the appeal is composed of two Judges belonging to a Court consisting of more than two Judges, and the Judges composing the Bench differ in opinion on a point of law, the appeal may be referred to one or more of the other Judges of the same Court, and shall be decided according to the opinion of the majority (if any) of all the Judges who have heard the appeal, including those who first heard it.

When there is no such majority which occurs in a judgment varying or reversing the decree appealed against, such decree shall be affirmed.

The High Court may from time to time make rules consistent with this Code to regulate references under this section.

Dissent to be recorded. One, any Judge dissenting from the judgment of the Court shall state in

writing the decision or order which he thinks should be passed on the appeal, and he may state his reasons for the same.

577. The judgment may be for confirming, varying, what judgment may direct. against which the appeal is made, or, if
the parties to the appeal agree as to the form which the
decree in appeal shall take, or as to the order to be passed
in appeal, the Appellate Court may pass a decree or order
accordingly.

No decree shall be reversed or substantially varied,

No decree to be reversed or shall any case be remanded in appeal on account of any error, defect or irregularity not affecting merits or jurisdictien.

or in any order passed in the suit, or otherwise, not affecting the merits of the case or the jurisdiction of the Court.

Of the Decree in Appeal.

579. The decree of the Appellate Court shall bear date the day on which the judgment was pronounced.

The decree shall contain the number of the appeal, and the memorandum of appeal, including the names and description of the appellant and respondent, and shall specify clearly the relief granted or other determination of the appeal.

The decree shall also state the amount of costs incurred in the appeal, and by what parties and in what proportions such costs and the cost in the suit are to be paid.

The decree shall be signed and dated by the Judge or Judges who passed it:

Provided that where there are more Judges than one, if there be a difference of opinion among them, it shall not be necessary for any Judge dissenting from the judgment of the Court to sign the decree.

Copies of judgment and decree in appeal shall be furnished to the parties.

Copies of judgment and decree to be furnished to the parties on application to the Court and at their expense.

Certified copy of decree to be sent to Court whose decree is appealed against. half, shall be sent to the Court which passed the decree appealed against, and shall be filed with the original proceedings in the suit, and an entry of the judgment of the Appellate Court shall be made in the register of civil suits.

582. The Appellate Court shall have the same powers in appeals under this chapter as are vested by this Code in Courts of original jurisdiction. ginal jurisdiction in respect of suits instituted under chapter V.

The provisions hereinbefore contained shall apply to appeals under this chapter so far as such provisions are applicable.

583. When a party entitled to any benefit (by way of Execution of decree of restitution or otherwise) under a de-Appellate Court. cree passed in an appeal under this chapter desires to obtain execution of the same, he shall apply to the Court which passed the decree against which the appeal was preferred; and such Court shall proceed to execute the decree passed in appeal, according to the rules hereinbefore prescribed for the execution of decrees in suits.

CHAPTER XLII.

OF APPEALS FROM APPELLATE DECREES.

584. Unless when otherwise provided in this Code or Second appeals to High by any other law, from all decree Court. passed in appeal by any Court subordinate to a High Court, an appeal shall lie to the High Court on any of the following grounds, (namely)—

Grounds of second appeal.

(a) the decision being contrary to some specified law or usage having the force of law;

- (b) the decision having failed to determine some material issue of law or usage having the force of law;
- (c) a substantial error or defect in the procedure as prescribed by this Code or any other law, which may have produced error or defect in the decision of the case upon the merits.

Second appeal only on grounds mentioned in section 584.

585. No second appeal shall lie except on the grounds mentioned in section 584.

- 586. No second appeal shall lie in any suit of the nature

 No second appeal in cognizable in Courts of Small Causes,
 when the amount or value of the subject-matter of the original suit does not exceed five hundred
 rupees.
- 587. The provisions contained in chapter XLI. shall Frovisions as to second apply as far as may be to appeals appeals. under this chapter, and to the execution of decrees passed in such appeals.

CHAPTER XLIII.

OF APPEALS FROM ORDERS.

- 588. An appeal shall lie from the following orders under this Code and from no other orders appealable.
 - (a) orders under section 20, staying proceedings in a suit,
 - (b) orders under section 32, striking out or adding the name of any person as plaintiff or defendant,
 - (c) orders under section 44, adding a cause of action,
 - (d) orders under section 47, excluding a cause of action,

- (e) orders rejecting or returning plaints under section 53, clause (d), or section 54, clauses (b) and (d), or section 57, clauses (b) and (c),
 - (f) orders rejecting applications under section 102 (in cases open to appeal) for an order to set aside the dismissal of a suit,
 - (g) orders under section 120 where a party fails to appear in person,
 - (h) orders under section 168 for attachment of property,
- of orders under section 176 where a party refuses to all believed give evidence or produce a document called for by the Court,
- of orders under section 244 as to questions relating to the execution of decrees, of the same nature with appealable orders made in the course of a suit,
 - (k) orders under section 258 compelling decree-holders to certify,
- veyances or draft endorsements,
 - (m) orders under section 312 for confirming or setting aside a sale,
 - (n) orders in insolvency matters under section 351, 352, 353, or 357,
 - (e) orders rejecting applications under section 370 for dismissal of the suit,
 - (p) orders disallowing objections under section 372,
- (q) orders as to interpleader suits under section 473, 475, or 476,
 - (r) orders under section 479, 480, 481, 485, 492, 493, 496, 503,
 - (s) orders under section 514 superseding an arbitration,

- (t) orders under section 518 modifying an award,
- (u) orders under any of the provisions of this Code imposing fines, or for the imprisonment of any person, except when such imprisonment is in execution of a decree,
- (v) refusals under section 558 to re-admit, or under section 560 to re-hear, an appeal,
- (w) orders under section 562 remanding a case.

The orders passed in appeals under this section shall be final.

589. An appeal from any order specified in section 588,

Court which shall hear clause (n), shall lie to the High Court.

When an appeal from any other order is allowed by this chapter, it shall lie to the Court to which an appeal would lie from the decree in the suit in relation to which such order was made or, when such order is passed by a Court (not being a High Court) in the exercise of appellate jurisdiction, then to the High Court.

590. The procedure prescribed in chapter XLI, shall,
Procedure in appeals so far as may be, apply to appeals
from orders. from orders under this Code, or under
any special or local law in which a different procedure is
not provided.

No appeal, before decree, from order passed in course of suit; but if decree appealed against, error or defect therein may be set forth.

Solution this chapter, no appeal shall lie from any order passed by any Court on the exercise of its original or appellate jurisdiction; but if any decree be appealed against, any error, defect or irregularity in any

such order, affecting the decision of the case may be set forth as a ground of objection in the memorandum of appeal.

CHAPTER XLIV.

OF PAUPER APPEALS.

592. Any person entitled under this Code or any other Who may appeal as paules appeal who is unable to pay the fee required for the petition of appeal, may, on presenting an application accompanied by a memorandum of appeal, be allowed to appeal as a pauper, subject to the rules contained in chapters XXVI., XLII., XLII., and XLIII., in so far as those rules are applicable:

Provided that the Court shall reject the application unless upon a perusal thereof and of the judgment and decree against which the appeal is made, it sees reason to think that the decree appealed against is contrary to law or to some usage having the force of law, or is otherwise erroneous or unjust.

593. The enquiry into the pauperism of the applicant

Enquiry into pauper may be made either by the Appellate Court or by the Court against whose decision the appeal is made under the orders of the Appellate Court:

Provided that if the applicant was allowed to sue or appeal as a pauper in the Court against whose decree the appeal is made, no further enquiry in respect of his pauperism shall be necessary, unless the Appellate Court sees special cause to direct such enquiry.

CHAPTER XLV.

OF APPEALS TO THE QUEEN IN COUNCIL.

594. In this chapter, unless there be something repugnant in the subject or context, the expression 'decree' includes also judgment and order. 595. Subject to such rules as may, from time to time,

When appeals lie to be made by Her Majesty in Council regarding appeals from the Courts of British India, and to the provisions hereinafter contained

an appeal shall lie to Her Majesty in Council

- (a) from any final decree passed on appeal by a High Court or other Court of final appellate jurisdiction,
- (h) from any final decree passed by a High Court in the exercise of original civil jurisdiction, and
- (c) from any decree, when the case, as hereinafter provided, is certified to be a fit one for appeal to Her Majesty in Council.

Value of subject-matter.

596. In each of the cases mentioned in clauses (a) and (b) of section 595,

the amount or value of the subject-matter of the suit in the Court of first instance must be ten thousand rupees or upwards, and the amount or value of the matter in dispute on appeal to Her Majesty in Council must be the same sum or upwards,

or the decree must involve, directly or indirectly, some claim or question to, or respecting, property of like amount or value,

and where the decree appealed from affirms the decision of the Court immediately below the Court passing such decree, the appeal must involve some substantial question of law.

597. Notwithstanding anything contained in section Bar of certain appeals. 595.

no appeal shall lie to Her Majesty in Council from the judgment of one Judge of a High Court established under the twenty-fourth and twenty-fifth of Victoria, chapter 104,

or of one Judge of a Division Court, or of two or more Judges of such High Court, or of a Division Court constituted by two or more Judges of such High Court, whenever such Judges are equally divided in opinion, and do not amount in number to a majority of the whole of the Judges of the High Court at the time being;

and no appeal shall lie to Her Majesty in Council from any decree which, under section 586, is final.

- Application to Court whose decree is complained of.

 Her Majesty in Council must apply by petition to the Court whose decree is complained of.
- 599. Such application must ordinarily be made within
 Time within which application must be made. six months from the date of such application must be made.

But if that period expires when the Court is closed, the application may be made on the day that the Court re-opens.

600. Every petition under section 598 must state the certificate as to value grounds of appeal, and pray for a certificate, either that, as regards amount or value and nature, the case fulfils the requirements of section 596, or that it is otherwise a fit one for appeal to Her Majesty in Council.

Upon receipt of such petition, the Court may direct notice to be served on the opposite party to show cause why the said certificate should not be granted.

Effect of refusal of certificate be refused, the petition shall be dismissed:

Provided that, if the decree complained of be a final decree passed by a Court other than a High Court, the order refusing the certificate shall be appealable, within thirty days from the date of the order, to the High Court to which the former Court is subordinate.

Security and deposit required on grant of certificate.

Security and deposit the decree complained of, or within six weeks from the grant of the certificate, whichever is the later date,

(a) give security for the costs of the respondent, and

- (b) deposit the amount required to defray the expense of translating, transcribing, indexing, and transmitting to Her Majesty in Council a correct copy of the whole record of the suit, except
- (1) formal documents directed to be excluded by any order of Her Majesty in Council in force for the time being;
- (2) papers which the parties agree to exclude;
- (3) accounts, or portions of accounts, which the officer empowered by the Court for that purpose considers unnecessary, and which the parties have not specifically asked to be included, and
- (4) such other documents as the High Court may direct to be excluded:

and when the applicant prefers to print in India the copy of the record, except as aforesaid, he shall also, within the time mentioned in the first clause of this section, deposit the amount required to defray the expense of printing such copy.

- Admission of appeal deposit made to the satisfaction of and procedure thereon. the Court, the Court may,
 - (a) declare the appeal admitted, and
 - (b) give notice thereof to the respondent, and shall then
- (c) transmit to Her Majesty in Council, under the seal of the Court, a correct copy of the said record, except as aforesaid, and

- (d) give to either party one or more authenticated copies of any of the papers in the suit on his applying therefor and paying the reasonable expenses incurred in preparing them.
- 604. At any time before the admission of the appeal, the
 Reveation of accept. Court may, upon cause shown, revoke
 ance of security. the acceptance of any such security,
 and make further directions thereon.
- 605. If at any time after the admission of the appeal, power to order further but before the transmission of the security or payment. copy of the record, except as aforesaid, to Her Majesty in Council, such security appears inadequate,

or further payment is required for the purpose of translating, transcribing, printing, indexing or transmitting the copy of the record, except as aforesaid,

the Court may order the appellant to furnish within a time to be fixed by the Court, other and sufficient security, or to make, within like time, the required payment.

Effect of failure to comply with order. to comply with such order, the proceedings shall be stayed,

and the appeal shall not proceed without an order in this behalf of Her Majesty in Council,

and in the meantime execution of the decree appealed against shall not be stayed.

- 607. When the copy of the record, except as aforesaid, Refund of balance of has been transmitted to Her Majesty deposit.

 in Council, the appellant may obtain a refund of the balance, if any, of the amount which he has deposited under section 602.
- Powers of Court pend- this chapter, the decree appealed to appeal. against shall be unconditionally

enforced, unless the Court admitting the appeal otherwise directs.

But the Court may, if it think fit, on any special cause shown by any party interested in the suit, or otherwise appearing to the Court—

- (a) impound any moveable property in dispute, or any part thereof, or
- (b) allow the decree appealed against to be enforced, taking such security from the respondent as the Court thinks fit for the due performance of any order which Her Majesty in Council may make on the appeal, or
- (c) stay the execution of the decree appealed against, taking such security from the appellant as the Court thinks fit for the due performance of the decree appealed against, or of any order which Her Majesty in Council may make on the appeal, or
- (d) place any party seeking the assistance of the Court under such conditions, or give such other direction respecting the subject-matter of the appeal as it thinks fit.
- 609. If at any time during the pendency of the appeal,
 the security so furnished by either party appears inadequate, the Court may, on the application of the other party, require further security.

In default of such further security being furnished as required by the Court, if the original security was furnished by the appellant, the Court may, on the application of the respondent, issue execution of the decree appealed against as if the appellant had furnished no such security.

And if the original security was furnished by the respondent, the Court shall, so far as may be practicable, stay all further execution of the decree, and restore the parties to the position in which they respectively were when the security which appears in a lequate was furnished, or give such direction respecting the subject-matter of the appeal as it thinks fit.

Procedure to enforce of any order of Her Majesty in Council. shall apply by petition, accompanied by a certified copy of the decree or order made in appeal and sought to be enforced or executed, to the Court from which the appeal to Her Majesty was preferred.

Such Court shall transmit the order of Her Majesty to the Court which made the first decree appealed from, or to such other Court as Her Majesty by her said order may direct, and shall (upon the application of either party) give such directions as may be required for the enforcement or execution of the same; and the Court to which the said order is so transmitted shall enforce or execute it accordingly, in the manner and according to the rules applicable to the execution of its original decrees.

When any monies expressed to be payable in British currency are payable in India under such order, the amount so payable shall be estimated according to the rate of exchange for the time being fixed by the Secretary of State for India in Council, with the concurrence of the Lords Commissioners of Her Majesty's Treasury, for the adjustment of financial transactions between the Imperial and the Indian Governments.

Appeal against order content or execution.

Appeal against order content or execution.

Council relating to such enforcement or execution, shall be appealable in the same manner and subject to the same rules as the orders of such Court relating to the enforcement or execution of its own decrees.

612. The High Court may, from time to time, make Power to make rules. rules consistent with this Act to regulate—

- (a) the service of notices under section 600,
- (b) the grant or refusal of certificates under sections 601 and 602-by Courts of final appellate jurisdiction subordinate to the High Court,
- (c) the amount and nature of the security required under sections 602, 605 and 609,
- (d) the testing of such security,
- (e) the estimate of the cost of transcribing the record,
- (f) the preparation, examination and certifying of such transcript,
- (g) the revision and authentication of translations,
- (h) the preparation of indices to transcripts of records, and of lists of the papers not included therein,
- (i) the recovery of costs incurred in British India in connection with appeals to Her Majesty in Council,

and all other matters connected with the enforcement of this chapter.

All such rules shall be published in the local official

Publication of rules.

Gazette, and shall thereupon have
the force of law in the High Court
and the Courts of final appellate jurisdiction subordinate
thereto.

1. 613. All rules heretofore made and published by any High Legalization of existing Court relating to appeal to Her Majesrales.

ty in Council and in force immediately before the passing of this Act, shall, so far as they are consistent with this Act, be deemed to have been made and published hereunder.

Recorder of Rangoon.

Recorder of Rangoon.

Recorder of Rangoon, but not so the Recorder of Rangoon, but not so than his own Court.

Construction of Bengal Regulation III. of 1828, section IV., section 4, clause 5.

Called and restrictions referred to in Bengal Regulation III. of 1828, section IV., clause fi/th, shall be deemed to be the rules and restrictions applicable to appeals under this Code from the decisions of the High Court of Judicature at Fort William in Bengal.

Saving of Her Majesty's 616. Nothing herein contained pleasure, shall be understood—

- (a) to bar the full and unqualified exercise of Her Majesty's pleasure in receiving or rejecting appeals to Her Majesty in Council, or otherwise howsoever, or
 - (b) to interfere with any rules made by the Judicial and of rules for conduct of business before for the time being in force, for the Judicial Committee.

 Committee of the Privy Council, and for the time being in force, for the presentation of appeals to Her Majesty in Council, or their conduct before the said Judicial Committee.

And nothing in this chapter applies to any matter of priminal or admiralty or vice-admiralty jurisdiction, nor to appeals from orders and decrees of Prize Courts.

PART VII.

CHAPTER XLVI.

OF REFERENCE TO AND REVISION BY THE HIGH COURT.

Reference of question which the decree is final, or if in the to High Court.

execution of any such decree, any question of law or usage having the force of law, or the construc-

tion of a document which construction may affect the merits, arises, on which the Court trying the suit or appeal or executing the decree entertains reasonable doubt, the Court may, either of its own motion or on the application of any of the parties, draw up a statement of the facts of the case and the point on which doubt is entertained, and refer such statement with its own opinion on the point for the decision of the High Court.

Court may pass decree proceed in the case, notwithstanding such reference, and may pass a decree or order contingent upon the opinion of the High Court on the point referred;

but no execution shall be issued, property sold, or person imprisoned in any case in which such reference is made until the receipt of a copy of the judgment of the High Court upon such reference.

Judgment of High Court shall hear the parties to the case in which the reference is made, in person or by their respective pleaders, and case disposed of accordingly.

and shall decide the point so referred, and shall transmit a copy of its judg-

ment under the signature of the Registrar, to the Court by which the reference was made, and such Court shall, on the receipt thereof, proceed to dispose of the case in conformity with the decision of the High Court.

620. Costs, if any, consequent on a reference for the Costs of reference to opinion of the High Court, shall be High Court.

costs in the case.

Power to alter, &c., decrees of Court making reference.

The state of the High Court may this chapter, the High Court may return the case for amendment, and may alter, cancel, or set aside any decree or order which the Court making the reference has

passed in the case out of which the reference arose, and make such order as it thinks fit.

Power to call for record of case in which no appeal lies to the case decided by Small Cause Courts, or, on appeal, by subordinate Courts.

Case was decided appears to have exercised a jurisdiction not vested in it by

law, or to have failed to exercise a jurisdiction so vested, and may pass such order in the case as the High Court thinks

PART VIII.

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CHAPTER XLVII.

OF REVIEW OF JUDGMENT.

of judgment. 623. Any person considering himself aggrieved—

- (a) by a decree or order from which an appeal is hereby allowed, but from which no appeal has been preferred;
- (b) by a decree or order from which no appeal is hereby allowed; or
- (c) by a judgment on a reference from a Court of Small Causes;

and who, from the discovery of new and important matter or evidence which, after the exercise of due diligence, was not within his knowledge or could not be produced by him at the time when the decree was passed or order made, or on account of some mistake or error apparent on the face of the record, or for any other sufficient reason, desires to obtain a review of the decree passed or order made against him,

may apply for a review of judgment to the Court which passed the decree or made the order, or to the Court, if any, to which the business of the former Court has been transferred. A party who is not appealing from a decree may apply for a review of judgment notwithstanding the pendency of an appeal by some other party, except when the ground of such appeal is common to the applicant and the appellant, or when being a respondent, he can present to the Appellate Court the case on which he applies for the review.

- To whom applications new and important matter or evidence for review may be made. new and important matter or evidence as aforesaid, or of some clerical error apparent on the face of the decree, no application for a review of judgment, other than that of a High Court, shall be made to any Judge other than the Judge who delivered it.
- 625. The rules hereinbefore contained as to the form of Form of applications making appeals shall apply, mutatis for review.

 mutandis, to applications for review.
- Application when received ground for a review, it shall jected.

 reject the application.

If the Court be of opinion that the application for the Application when grant review should be granted, it shall ed. grant the same, and the Judge shall record with his own hand his reasons for such opinion:

Proviso. Provided that-

- (a) no such application shall be granted without previous notice to the opposite party to enable him to appear and be heard in support of the decree a review of which is applied for; and
- (b) no such application shall be granted on the ground of discovery of new matter, or evidence which the applicant alleges was not within his knowledge, or could not be adduced by him when the decree or order was passed, without strict proof of such allegation.

Application for review who passed the decree or order, a removed reconsisting of view of which is applied for, continues two or more Judges.

or continue attached to the Court at the time when the application for a review is presented and is not or are not precluded by absence or other cause, for a period of six months next after the application, from considering the decree or order to which the application refers, such Judge or Judges or any of them shall hear the application, and no other Judge or Judges of the Court shall hear the same.

Application when rethan one Judge and the Court be jected.

equally divided, the application shall be rejected.

If there be a majority the decision shall be according to the opinion of the majority.

- 629. An order of the Court, for rejecting the application, shall be final, but whenever such application is admitted, the admission may be objected to on the ground that it was
- (a) in contravention of the provisions of section 624,
 - (b) in contravention of the provisions of section 626, or
 - (c) after the expiration of the period of limitation presoribed therefor and without sufficient cause.

Such objection may be made at once by an appeal against the order granting the application, or may be taken in any appeal against the final decree or order made in the suit.

Where the application has been rejected in consequence of the failure of the applicant to appear, he may apply for an order to have the rejected application restored to the file, and if it be proved to the satisfaction of the Court that he was prevented by any sufficient cause from appearing when such application was called on for hearing, the Court may order it to be restored to the file upon such terms as to costs or otherwise as it thinks fit, and shall appoint a day for hearing the same.

No order shall be made under this section unless the applicant has served the opposite party with notice in writing of the latter application.

No application to review an order passed on review or on an application for a review shall be entertained.

Registry of application for a review is granted, a note thereof shall be made in the regranted, and order for register and the Court may at once hearing.

re-hear the case or make such order in regard to the re-hearing as it thinks fit.

PART IX.

CHAPTER XLVIII.

SPECIAL RULES RELATING TO THE CHARTERED HIGH COURTS.

- This part to apply only to established under the twenty-fourth and twenty-fifth of Victoria, chapter 104 (an Act for establishing High Courts of Judicature in India).
- 632. Except as provided in this chapter the provisions

 Application of Code to of this Code apply to such High
 High Courts.

 Courts.
- 633. The High Court shall take evidence, and record judgments and orders in such manney according to its own rules.

634. Whenever a High Court considers it necessary that

Power to order execution of decree before ascertainment of costs, and execution for costs subsequently. a decree made in the exercise of its ordinary original civil jurisdiction should be enforced before the amount of the costs incurred in the suit can be ascer-

tained by taxation, the Court may order that the decree shall be executed forthwith, except as to so much thereof as relates to the costs;

and, as to so much thereof as relates to the costs, that the decree may be executed as soon as the amount of the costs shall be ascertained by taxation.

635. Nothing in this Code shall be deemed to authorize

Attorneys not to address court, except when authorized.

any person on behalf of another to address the Court in the exercise of its ordinary original civil jurisdiction or

to examine witnesses, except when the Court shall have in the exercise of the power conferred by its charter authorized him so to do, or to interfere with the power of the High Court to make rules concerning advocates, vakils, and attorneys.

636. Notices to produce documents, summonses to wit-

Process of High Courts may be served by attorneys in suit.

nesses, and every other judicial process, issued in the exercise of the ordinary or extraordinary original

civil jurisdiction of the High Court, and of its matrimonial, testamentary and intestate jurisdictions, except summonses to defendants issued under section 65, writs of execution, and notices under section 553, may be served by the attorneys in the suit, or by persons employed by them, or by such other persons as the High Court by any rule or order from time to time directs.

Non-judicial acts may this Code requires to be done by a be done by Reg. strar.

Judge, and any act which may be done by a Commissioner appointed to examine and adjust accounts under section 394, may be done by the Registrar of

the Court or by such other officer of the Court as the Court may direct to do such act.

The High Court may from time to time by rule declare what shall be deemed to be non-judicial and quasi-judicial acts within the meaning of this section.

The following portions of this Code shall not apply to the High Court in the exercise of Section not applying to High Court in original ciits ordinary or extraordinary original vil jurisdiction. civil jurisdiction, namely, sections 16 and 17, sections 54, clauses (a) and (b), 57, 119, 160, 182 to 185 (both inclusive), 187, 189, 190, 191, 192 (so far as relates to the manner of taking evidence), 198 to 206 (both inclusive), 261, and so much of section 409 as relates to the making of a memorandum,

and section 579 shall not apply to the High Court in the exercise of its appellate jurisdiction.

Code not to effect High Court in exercise of insolvent jurisdiction.

solvent Court.

Nothing in this Code shall extend or apply to any High Court in the exercise of its jurisdiction as an In-

The High Court may from time to time frame forms for any proceeding in such Court, Power to frame forms. and may make rules as to the books, entries and accounts to be kept by its officers.

PART X.

CHAPTER XLIX.

MISCELLANEOUS.

Women, who according to the customs and manners of the country ought not to be com-Exemption of certain women from personal appelled to appear in public, shall be pearance. exempt from personal appearance in Court,

But nothing herein contained shall be deemed to exempt from arrest in execution of civil process.

Local Government may, by notification in the official Gazette, exempt from personal appearance in court any person whose rank, in the opinion of such Government, entitles him to the privilege of exemption, and may, by like notification, withdraw such privilege.

The names and residences of the persons so exempted shall
from time to time be forwarded to the
High Court by the Local Government,
and a list of such persons shall be kept
in such Court, and a list of such persons as reside within the
local limits of the jurisdiction of each Court, subordinate
to the High Court, shall be kept in such subordinate Court.

When any person so exempted claims the privilege of such

Costs of commission rendered necessary by claiming privilege.

commission, unless the party requiring his evidence pays such costs.

Persons exempt from be liable to arrest under this Code while going to, presiding in, or returning from his Court.

And, except as hereinafter provided, the parties to a suit and their pleaders and recognized agents shall be exempt from arrest under this Code while going to or attending a Civil Court for the purpose of such suit and while returning from such Court. Witnesses acting in obedience to a summons shall be similarly exempt.

Procedure in case of for sending for investigation to the Magistrate a charge of any such

offence as is described in section 193, 196, 199, 200, 205, 206, 207, 208, 209, 210, 463, 471, 474, 475, 476 or 477 of the Indian Penal Code, which may be made in the course of any other suit or proceeding or with respect to any document offered in evidence in the case, the Court may cause the person accused to be detained till the rising of the Court, and may then send him in custody to the Magistrate, or take sufficient bail for his appearance before the Magistrate.

The Court shall send to the Magistrate the evidence and documents relevant to the charge, and may bind over any person to appear and give evidence before such Magistrate.

The Magistrate shall receive such charge and proceed with it according to law.

Use of forms in fourth schedule.

by section 639 and by the twenty-fourth and twenty-fifth of Victoria, chapter 104, section 15, the forms set forth in the fourth schedule hereto annexed, with such variation as the circumstances of each case require, shall be used for the respective purposes therein mentioned.

Language of subordinate Courts. Subordinate to a High Court, shall continue to be the language of such subordinate Court until the Local Government otherwise orders;

but it shall be lawful for the Local Government from time to time to declare what language shall be the language of every such Court.

Power of Registrars of Small Cause has any doubt upon any question of law or usage having the force of law, or as state cases.

to the construction of a document which construction may affect the merits of the decision, he may state a case for the opinion of the Judge; and all the

provisions herein contained relative to the stating of a case by the Judge shall apply, mutatis mutandis, to the stating of a case by the Registrar.

Miscellaneous proceed- as far as it can be made applicable, in all proceedings in any Court of civil jurisdiction other than suits and appeals.

The High Court may from time to time make rules to

Admission of affidavits provide for the admission, in such proceedings, of affidavits as evidence of
the matters to which such affidavits respectively relate; and
such rules, on being published in the local official Gazette,
shall have the force of law.

Procedure when person to be arrested or any property to be arrested or property to be attached is outside the District.

arrest or making the order of attachment is situate, such Court shall send to the District Court within the local limits of whose jurisdiction such person or property resides or is situate, a copy of the warrant or order, together with the probable amount of the costs of the arrest or attachment.

The District Court shall, on receipt of such copy and amount, cause the arrest or attachment to be made by its own officers or by a Court subordinate to itself, and shall inform the Court by which issued or made such warrant or order of the arrest or attachment,

and the Court making any arrest under this section shall send the person arrested to the Court by which the warrant of arrest was issued.

Rules applicable to all the execution of any judicial process civil process for arrest, for the arrest of a person or the sale of property or payment of money,

which may be desired or ordered by a Civil Court in any civil proceeding.

- Application of rules as to witnesses shall apply to all persons to witnesses.

 required to give evidence, or to produce documents in any proceeding under this Code.
- Penalty for escaping from custody under Code. to the lawful apprehension of himself under this Code, or under the warrant of any Court of Civil Judicature, or escapes or attempts to escape from any custody in which he is lawfully detained under this Code or under such warrant, shall, on conviction before a Magistrate, be punished with imprisonment for a term which may extend to six months, or with fine which may extend to one thousand rupees, or with both.
- Power to make subsidictions six of procedure.

 Power to make subsidictions consistent with this Code to regulate any rules of procedure.

 any matter connected with procedure of the Courts of Civil Judicature subject to its superintendence. All such rules shall be published in the local official Gazette, and shall thereupon have the force of law.

THE FIRST SCHEDULE.

(See section 3.)

A.—STATUTE REPEALED.

Year and chapte	Title.	Extent of repeal
29 Char, II, chap	An Act for the better observar of the Lord's Day, common called Sunday.	The whole.
	B.—ACTS REPEALE	D.
Number and year.	Subject or title.	Extent of repeal.
IX of 1840	For amending the law administered in Her Majesty's Court of Justice with reference tarbitrations, Damages, and in terested Witnesses.	been repealed.
XXIII of 1840	For executing within the local limits of the jurisdiction of Hei Majesty's Courts legal processissued by authorities in the mufassal.	to the execution
VIII of 1841 XXVI of 1841	Interpleader Extending 3 & 4 Wm. IV, c. 42	
XIV of 1848 XVII of 1852 XXXIII of 1852	Commissions for taking affidavits, Special cases Enforcement of judgments	been repealed. The whole. The whole. The whole Act. ex-
I of 1855	VII.	cept so far as it relates to the de- crees of Military Courts of Re- quests,
XXIV of 1855 III of 1859	Writs of execution Execution of judgments For simplifying the procedure of the Courts of Civil Judicature not established by Royal Char- ter.	The whole. The whole. So much as has not been repealed.
XIII of 1861	To amend Act VIII of 1859	So much as has not
C of 1862	To provide for the levy of Fees and Stamp-duties in the High	So much as has not
IV of 1862 7	To continue in force Act XX of	been repealed. So much as has not
of 1863 T	o amend the Code of Civil	been repealed. The whole,
III of 1863 T	O make manifest a	So much as has not been repealed.

Number and yes	Subject or title.	Extent of repeal.
XXXII of 1863 XI of 1865.	1862.	been repealed. Sections 8, 9, 10, 11, Faras. 2, 22, 23, 24, 25, 26, 27, 28, 42, and 47, and in sec-
XIV of 1865	Control Province	tion 32 the words "in the manner prescribed in the twenty-second sec- tion of this Act" and "contained in the twenty-second, twenty-third, twenty- ty-fourth, and twenty-fifth sec- tions of this Act."
XIX of 1865		Sections 17 and 18. Sections 13 and 17.
V of 1866		In the title the words to provide a summary procedure on Bills of
		Exchange and' The preamble down to and including the words 'Notes; and'
		In section 1 the defi- nitions of High Court' and 'Local Government.' Sections two to eight (both inclusive).
XXIV of 1866	High Court, North-Western Pro- vinces.	Section fourteen. So much as has not been repealed.
X of 1867	References by Mufassal Small Cause Courts.	The whole.
XXVI of 1867	To amend the law relating to	So much as has not
XV of 1869	Prisoners' Testimony Act	been repealed. So much of sections 15 and 16 as relates to process issued
IX of 1873 VI of 1874	Panjáb Appeals Act, 1873 The Privy Council Appeals Act, 1874.	by a Civil Court. Sections 9 and 10. The whole.
C.—	REGULATIONS REPEAT	LED.
Bengal Regulation XX of 1810.	Cantonments	So much of section XIX as relates to
Madras Regulation XIV of 1816.	Vakils	civil process. Section 27.

THE SECOND SCHEDULE.

(See section 5.)

Chapters and sections of this Code extending to Mufassal Courts of Small Causes.

PRELIMINARY: Sections 1, 2, 3, and 5.

27

CHAPTER I.—Of the Jurisdiction of the Courts and Res Judicata, except section 11.

II.—Of the Place of Suing, except section 20, para. 4, and sections 22 to 24 (both inclusive).

"> III.—Of Parties and their Appearances,
Applications, and Acts.

IV.—Of the Frame of the Suit, except section 42, and section 44, rule a.

" V.-Of the Institution of Suits.

vI.—Of the Issue and Service of Summons, except section 77.

", VII.—Of the appearance of the Parties and consequence of Non-appearance.

", VIII.—Section 111, Set-off.

", IX.—Of the Examination of the Parties by the Court, except section 119.

X.—Of Discovery and the Admission, &c., of Documents.

">XII.—Section 155, first paragraph, Judgment where either party fails to produce his evidence.

" XIII.—Of Adjournments.

" XIV.—Of the Summoning and Attendance of Witnesses.

"XY.—Of the Hearing of the Suit and Examination of Witnesses, except sections 182 to 188, both inclusive. CHAPTER XVII.—Of Judgment and Decree, except sections 204, 207, 211, 212, 213, 214, and 215.

" XVIII.—Sections 220, 221, and 222 of Costs.

XIX.—Of the execution of Decrees, sections 95 230 to 236 (both inclusive), 239 to 258 (both inclusive), 259 (except so far as relates to the recovery of wives), 266 (except so far as relates to immoveable property), 267 to 272 (both inclusive), 273 (so far as relates to decrees for moveable property), 275 to 280 (both inclusive), 283, 284, (so far as relates to moveable property), 285, 286, 287, 288, 289, 290, 291, 292, 293 (so far as relates to resales under 297), 294 to 303 (both inclusive), 328 to 333 (both inclusive, so far as relates to moveable property), 336 to 343 (both inclusive).

" XXI.—Of the Death, Marriage, and Insolvency of Parties.

" XXII.—Of the Withdrawal and Adjustment of Suits.

,, XXIII. - Of Payment into Court.

" XXIV.—Of requiring Security for Gosts.

XXV.—Of Commissions.

" XXVI.—Suits by Paupers.

,, XXVII.—Suits by and against Government or Government Servants.

" XXVIII.—Suits by Aliens and by and against Foreign and Native Rulers, except the first paragraph of section 433.

- CHAPTER XXIX.—Suits by and against Corporations and Companies.
 - ", XXX.—Suits by and against Trustees, Executors, and Administrators.
 - ,, XXXI.—Suits by and against Minors and Persons of unsound mind.
 - .. XXXII.—Suits by and against Military men.
 - " XXXIII.—Interpleader.
 - " XXXIV.—Of Arrest and Attachment before judgment.
 - ,, XXXVII.—Reference to Arbitration, sections 506 to 522, both inclusive.
 - ., XXXVIII.—Of Proceedings on Agreement of Parties.
 - ,, XLVI.—Reference to and Revision by High Court.
 - " XLVII.—Of Review of Judgment.
 - ", XLIX.—Miscellaneous, sections 640 to 647 (both inclusive), section 648 (so far as relates to arrests), sections 649 to 652 (both inclusive).

THE THIRD SCHEDULE.

(See section 7.)

Bombay enactments.

Bombay Regulation XXIX., 1827.

" VII., 1830.

" I., 1831.

" " XVI., 1831.

Act XIX. of 1835.

, XIII. of 1842.

THE FOURTH SCHEDULE.

(See section 644.)

FORMS OF PLEADINGS AND DECREES.

A.-PART I. PLAINTS.

No. 1.

FOR MONEY LENT.

IN THE COURT OF

AT

Civil Suit No.

A. B. of against C. D. of

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18 at , he lent the defendant rupees repayable on demand [or on the day of .].
 - 2. That the defendant has not paid the same, except rupees paid on the day of 18

[If the plaintiff claims exemption from any law of limitation, say:—

- 3. The plaintiff was a minor [or insane] from the day of till the day of].
- 4. The plaintiff prays judgment for with interest at per cent. from the day of

[Note.—The object of stating when the debt is to be repaid is merely to fix a date for interest. If, therefore, interest is not claimed, the statement may be omitted.]

No. 2.

FOR MONEY RECEIVED TO PLAINTIFF'S USE. (Title.)

- A. B. and G. H., the above-named plaintiffs, state as follows:—
- 1. That on the day of 18, at, the defendant received rupees [or a cheque on the Bank for Rs.] from one E. F. for the use of the plaintiffs.
- 2. That the defendant has not paid [or delivered] the same accordingly.
- 3. The plaintiffs pray judgment for rupees, with interest at per cent. from the day of

No. 3.

FOR PRICE OF GOODS SOLD BY A FACTOR. (Title.)

- A. B., the above-named plaintiff, states as follows:-
- at he and E. F., since deceased, delivered to the defendant [one thousand barrels of flour, five hundred maunds of rice, or as the case may be] for sale upon commission.
- 2. That on the day of 18

 [or, on some day unknown to the plaintiff, before the day of 18], the defendant sold the said merchandise for rupees.
- 3. That the commission and expenses of the defendant thereon amount to rupees.
- 4. That on the day of 18, the plaintiff demanded from the defendant the proceeds of the said merchandise.
 - 5. That he has not paid the same.

 [Demand of judgment.]

No. 4.

FOR MONEY RECEIVED BY DEFENDANT THROUGH THE PLAIN-

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at the plaintiff agreed to buy and the defendant agreed to sell bars of silver at annas per tola of fine silver.
- 2. That the plaintiff procured the said bars to be assayed by one E. F., who was paid by the defendant for such assay, and that the said E. F. declared each of the said bars to contain 1,500 tolas of fine silver, and that the plaintiff accordingly paid the defendant Rs. annas therefor.
- 3. That each of the said bars did contain only 1,200 tolas of fine silver.
 - 4. That the defendant has not repaid the sum so overpaid.

[Demand of judgment.]

[Note.—A demand of repayment is not necessary, but it may affect the question of interest or the costs.]

No. 5.

FOR MONEY PAID TO A THIRD PARTY AT THE DEFENDANT'S REQUEST.

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at the request [or by the authority] of the defendant, the plaintiff paid to one E. F. rupees.
- 2. That, in consideration thereof, the defendant promised [or became bound] to pay the same to the plaintiff on demand [or as the case may be.]

3. That [on the day of 18, the plaintiff demanded payment of the same from the defendant, but] he has not paid the same.

[Demand of judyment].

[Note.—If the request or authority is implied, the plaint should state facts raising the implication.]

No. 6.

FOR GOODS SOLD AT A FIXED PRICE AND DELIVERED.

(Title.)

A. B., the above-named plaintiff, states as follows:-

- 1. That on the day of 18, at , E. F. of deceased sold and delivered to the defendant [one hundred barrels of flour, or, the goods mentioned in the schedule hereto annexed, or, sundry goods.]
- 2. That the defendant promised to pay rupees for the said goods on delivery [or on the day of some day before the plaint was field].
 - 3. That he has not paid the same.
- 4. That the said E. F. in his lifetime made his will, whereby he appointed the plaintiff executor thereof.
- 5. That on the day of 187 the said E. F. died.
- 6. That on the day of probate of the said will was granted to the plaintiff by the Court of
- 7. The plaintiff as executor as aforesaid [Demand of judgment].

[Note.—If a day was fixed for payment it should be stated as furnishing a date for the commencement of interest.]

No. 7.

GOODS SOLD AT A REASONABLE PRICE AND DELIVERED.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at , plaintiff sold and delivered to the defendant [sundry articles of house furniture] but no express agreement was made as to the price.
 - 2. That the same were reasonably worth rupees.
 - 3. That the defendant has not paid the same.

[Demand of judgment.]

[Note.—The law implies a promise to pay so much as the goods are reasonably worth.]

No. 8.

FOR GOODS DELIVERED TO A THIRD PARTY AT DEFENDANT'S REQUEST AT A FIXED PRICE.

(Title.)

- A. B., the above-named plaintiff, states as follows: -
- 1. That on the day of 18, at plaintiff sold to the defendant [one hundred barrels of flour] and, at the request of the defendant, delivered the same to one E. F.
 - 2. That the defendant promised to pay to the plaintiff rupees therefor.
 - 3. That he has not paid the same.

[Demand of judgment.]

No. 9.

FOR NECESSARIES FURNISHED TO THE FAMILY OF DEFENDANT'S TESTATOR WITHOUT HIS EXPRESS REQUEST, AT A REASONABLE PRICE.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at , plaintiff furnished to [Mary Jones] the wife of James Jones deceased, at her request, sundry articles of [food and clothing], but no express agreement was made as to the price.
 - 2. That the same were necessary for her.
- 3. That the same were reasonably worth rupees.
 - 4. That the said James Jones refused to pay the same.
- 5. That the defendant is the executor of the last will of the said James Jones.

[Demand of judgment.]

No. 10.

FOR GOODS SOLD AT A FIXED FRICE.

(Title.)

- A. B., the above-named plaintiff, states as follows:
- at , the plaintiff sold to E. F. of deceased [all the crops then growing on his farm in].
 - 2. That the said E. F. promised to pay the plaintiff rupees for the same.
 - 3. That he did not pay the same.
- 4. That the defendant is administrator of the estate of the said E. F.

[Demand of judgment.]

No. 11.

FOR GOODS SOLD AT A REASONABLE PRICE. (Title.)

- A. B., the above-named plaintiff, states as follows:-
- at , E. F. of sold to the defendant [all the fruit growing in his orchard in], but no express agreement was made as to the price.
 - 2. That the same was reasonably worth rupees.
 - 3. That the defendant has not paid the same.
- 4. That on the day of the High Court of Judicature at Fort William duly adjudged the said E. F. to be a lunatic and appointed the plaintiff committee of his estate with the usual powers for the management thereof.
- 5. The plaintiff as committee as aforesaid [Demand of judgment].

[Note.—When the lunatic's estate is not subject to the ordinary original jurisdiction of a High Court, for paragraphs 4 and 5 substitute the following:—]

- 4. That on the day of the Civil Court of duly adjudged the said E. F. to be of unsound mind and incapable of managing his affairs and appointed the plaintiff Manager of his estate.
- 5. The plaintiff as Manager as aforesaid [Demand of judgment].

No. 12.

FOR GOODS MADE AT DEFENDANT'S REQUEST, AND NOT ACCEPTED.

(Title.)

A. B., the above-named plaintiff, states as follows: -

at , E. F. of agreed with the plaintiff that the plaintiff should make for him [six tables and fifty]

chairs], and that the said E. F. should pay for the same upon delivery thereof rupees.

- 2. That the plaintiff made the said goods, and on the day of 18 offered to deliver the same to the said E. F. and has ever since been ready and willing so to do.
- 3. That the said E. F. has not accepted the said goods or paid for the same.
- 4. That on the day of the High Court of Judicature at Fort William duly adjudged the said E. F. to be a lunatic and appointed the defendant committee of his estate.
- 5. The plaintiff prays judgment for rupees with interest from the day of , at the rate of per cent. per annum, to be paid out of the estate of the said E. F. in the hands of the defendant.

No. 13.

FOR DEFICIENCY UPON A RE-SALE [GOODS SOLD AT AUCTION.]
(Tule.)

- A. B., the above-named plaintiff, states as follows:-
- at , plaintiff put up at auction sundry [articles of merchandise], subject to the condition that all goods not paid for and removed by the purchaser thereof within [ten days] after the sale, should be re-sold by auction on his account, of which condition the defendant had notice.
- 2. That the defendant purchased [one crate of crockery] at the said auction at the price of rupees.
- 3. That the plaintiff was ready and willing to deliver the same to the defendant on the said day and for [ten days] thereafter, of which the defendant had notice.
- 4. That the defendant did not take away the said goods purchased by him, nor pay therefor, within [ten days] after the sale, nor afterwards.

- 5. That on the day of 18, at, the plaintiff re-sold the said [crate of crockery], on account of the defendant, by public auction, for rupees.
- 6. That the expenses attendant upon such re-sale amounted to rupees.
- . 7. That the defendant has not paid the deficiency thus arising, amounting to rupees.

[Note to § 4.--Unless' the seller agreed to deliver, the purchaser must fetch the goods. See Act IX. of 1872, section 93.]

No. 14.

FOR THE PURCHASE-MONEY OF LANDS CONVEYED.

(Title.)

- A. B., the above-named plaintiff, states as follows:--
- 1. That on the day of 18, at, the plaintiff sold [and conveyed] to the defendant [the house and compound No., in the city of or, a farm known as, in or, a piece of land lying, &c.].
- 2. That the defendant promised to pay the plaintiff rupees for the said [house and compound, or, farm, or land].
 - 3. That he has not paid the same.

[Demand of judgment.]

[Nors. - Where there has been no actual conveyance, say in § 1, "sold to the defendant the house, &c., and placed him in possession of the same."]

No. 15.

FOR THE PURCHASE-MONEY OF IMMOVABLE PROPERTY CON-TRACTED TO BE SOLD, BUT NOT CONVEYED.

(Title.)

- A. B, the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at, the plaintiff and defendant mutually agreed that the plaintiff should sell to the defendant, and that the defendant should purchase from the plaintiff [the house No. in the town of , or one hundred bighás of land in , bounded by the East Indian railroad, and by other lands of the plaintiff] for rupees.
- 2. That on the day of 18, at, the plaintiff tendered [or, was ready and willing, and offered to execute] a sufficient instrument of conveyance of the said property to the defendant, on payment of the said sum, and still is ready and willing to execute the same.
 - 3. That the defendant has not paid the said sum.

[Demand of judgment.]

No. 16.

FOR SERVICES AT A FIXED PRICE.

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at the defendant [hired plaintiff as a clerk, at the salary of rupees per year].
- 2. That from the [said day] until the day of

 18 , the plaintiff [served the defendant as his clerk].
 - 3. That the defendant has not paid the said salary.

 [Demand of judgment.]

No. 17.

FOR SERVICES AT A REASONABLE PRICE.

(Title.)

- A. B., the above-named plaintiff, states as follows: --
- 1. That between the day of 18, and the day of 18, at , plaintiff [executed sundry drawings, designs and diagrams] for the defendant, at his request; but no express agreement was made as to the sum to be paid for such services.
- 2. That the said services were reasonably worth rupees.
 - 3. That the defendant has not paid the same.

[Demand of judgment.]

No. 18.

For services and materials at a fixed price. (Title.)

- A. B., the above-named plaintiff, states as follows:
- 1. That on the day of 18, at plaintiff [furnished the paper for and printed one thousand copies of a book called] for the defendant, at his request [and delivered the same to him].
- 2. That the defendant promised to pay rupees therefor.
 - 3. That he has not paid the same.

[Demand of judgment.]

No. 19.

For services and materials at a reasonable price. (Title.)

- A. B., the above-named plaintiff, states as follows:
- 1. That on the day of 18, at, plaintiff built a house [known as No., in], and furnished the materials therefor, for the defendant, at his request; but no express agreement was made as to the price to be paid for such work and materials.

- 2. That the said work and materials were reasonably worth rupees.
 - 3. That the defendant has not paid the same.

No. 20.

FOR RENT RESERVED IN A LEASE.

(Title.)

- A. B., the above-named plaintiff, states as follows :--
- 1. That on the day of 18, at, the defendant entered into a covenant with the plaintiff, under their hands, a copy of which is hereto annexed.

[Or state the substance of the agreement.]

2. That the defendant has not paid the rent of the [month] ending on the day of 18, amounting to rupees.

[Demand of judgment.]

Another Form.

- 1. That the plaintiff let to the defendant a house No. 27, Chowringhee, for seven years, to hold from the day of 187, at rupees a year, payable quarterly.
 - 2. That of such rent quarters are due and unpaid.

[Demand of judgment.]

No. 21.

FOR USE AND OCCUPATION AT A FIXED RENT.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at
 , the defendant hired from the plaintiff
 [the house No., street], at the rent of
 rupees, payable on the 1st days of

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- 2. That the defendant occupied the said premises from the day of 18 to the day of 18.
- 3. That the defendant has not paid rupees, being the part of said rent due on the first day of 18

No. 22.

FOR USE AND OCCUPATION AT A REASONABLE RENT.

(Title.)

- A. B., the above-named plaintiff, executor of the will of X. Y., deceased, states as follows:—
- 1. That the defendant occupied the [house No., street], by permission of the said X. Y., from the day of 18, until the day of 18, and no agreement was made as to payment for the use of the said premises.
- 2. That the use of the said premises for the said period was reasonably worth rupees.
 - 3. That the defendant has not paid the same.
- 4. The plaintiff as such executor as aforesaid prays judgment for rupees.

No. 23.

FOR BOARD AND LODGING.

- A. B., the above-named plaintiff, states as follows:-
- 1. That from the day of 18, until the day of 18, the defendant occupied certain rooms in the house [No., street], by permission of the plaintiff, and was furnished by the plaintiff, at his request, with meat, drink, attendance, and other necessaries.

- 2. That in consideration thereof, the defendant promised to pay, [or that no agreement was made as to payment for such meat, drink, attendance or necessaries, but the same were reasonably worth] the sum of rupees.
 - 3. That the defendant has not paid the same.

No. 24.

FOR FREIGHT OF GOODS.

(Title.)

- A. B., the above-named plaintiff, states as follows :-
- 1. That on the day of 18, at plaintiff transported in [his barge, or otherwise] [one thousand barrels of flour or sundry goods], from to 2 the request of the

defendant.

rupees].

- 2. That the defendant promised to pay the plaintiff the sum of [one rupee per barrel] as freight thereon. [Or, that no agreement was made as to payment for such transportation, but that such transportation was reasonably worth
 - 3. That the defendant has not paid the same.

[Demand of judgment.]

No. 25.

FOR PASSAGE-MONEY.

(Title.)

- A. B., the above-named plaintiff, states as follows: -
- 1. That on the day of 18 plaintiff conveyed the defendant [in his ship, called the 7] from to

at his request.

- 2. That the defendant promised to pay the plaintiff
 rupees therefor, [or that no agreement
 was made as to the price of the said passage; but that the
 said passage was reasonably worth rupees.]
 - 3. That the defendant has not paid the same.

No. 26.

ON AN AWARD.

(Title.)

- A. B, the above-named plaintiff, states as follows:
- at the plaintiff and defendant, having a controversy between them concerning [a demand of the plaintiff for the price of ten barrels of oil, which the defendant refused to pay], agreed to submit the same to the award of E. F. and G. H., as arbitrators [or, entered into an agreement, a copy of which is hereto annexed.]
- 2. That on the day of 18, at , the said arbitrators awarded that the defendant should [pay the plaintiff rupees.]
 - 3. That the dafendant has not paid the same.

[Demand of judgment.]

[Norr.—This will apply where the agreement to refer is not filed in Court.]

No. 27.

On a foreign judgment.

(Title.)

A. B., the above-named plaintiff, states as follows:-

1. That on the day of 18 at , in the State [or Kingdom] of ,

Court of that State [or Kingdom], in a

suit therein pending between the plaintiff and the defendant, duly adjudged that the defendant should pay to the plaintiff rupees, with interest from the said date.

2. That the defendant has not paid the same.

[Demand of judgment.]

PLAINTS UPON INSTRUMENTS FOR THE PAYMENT OF MONEY ONLY.
No. 28.

On an annuity bond.

(Title.)

A. B., the above-named plaintiff, states as follows : -

- 1. That on the day of 18 , the defendant by his bond became bound at to the plaintiff in the sum of rupees to be paid by the defendant to the plaintiff, subject to a condition that if the defendant should pay to the plaintiff rupees halfand the yearly on the day of day in every year during the life of the plaintiff, the of said bond should be void.
- 2. That afterwards, on the day of 187, the sum of rupees for of the said half-yearly payments of the said annuity, became due to the plaintiff and is still unpaid.

[Demand of judgment.]

No. 29.

PAYEE AGAINST MAKER.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of , 18 , at , the defendant by his promissory note now overdue, promised to pay to the plaintiff rupees [days] after date.
- 2. That he has no same [except rupees, paid on the 18].

[Demand of judgment.]

[NOTE .- Where the note is payable after notice, for paras. 1 and 2 substitute-]

- 1. That on the day of at the defendant by his promissory note promised to pay to the plaintiff rupees months after notice.
- 2. That notice was afterwards given by the plaintiff to the defendant to pay the same months after the said notice.
- 3. That the said time for payment has elapsed, but the defendant has not paid the same.

[Where the note is payable at a particular place, say-]

- 1. That on the day of 187 at the defendant by his promissory note now overdue promised to pay to the plaintiff [at Messrs. A. and Co., Madras] rupees months after date.
- 2. That the said note was duly presented for payment [at Messrs. A. and Co.] aforesaid, but has not been paid.

Written statement of the Defendant.

In the Court, &c.

- C. D., the above-named defendant, states as follows: -
- 1. The defendant made the note sued upon under the following circumstances: The plaintiff and defendant had for some years been in partnership as indigo manufacturers, and it had been agreed between them that they should dissolve partnership, that the plaintiff should retire from the business, that the defendant should take over the whole of the partnership, assets, and liabilities, and should pay the plaintiff the value of his share in the assets after deducting the liabilities.
- 2. The plaintiff thereupon undertook to examine the partnership books and enquire into the state of the partnership assets and liabilities; and he did accordingly examine the said books and make the said enquiries, and he thereupon represented to the defendant that the assets of the firm exceeded

Rs. 1,00,000, and that the liabilities of the firm were less than Rs. 30,000, whereas the fact was that the assets of the firm were less than Rs. 50,000, and the liabilities of the firm largely exceeded the assets.

3. The misrepresentations mentioned in the second para. of this statement induced the defendant to make the note now sued on, and there never was any other consideration for the making of such note.

No. 30.

FIRST INDORSEE AGAINST MAKER.

(Title.)

A. B., the above-named plaintiff, states as follows:-

- at , the defendant, by his promissory note, now overdue, promised to pay to the order of E. F. [or to E. F. or order] rupees [days after date].
 - 2. That the said E. F. indorsed the same to the plaintiff.
 - 3. That the defendant has not paid the same.

[Demand of judgment.]

No. 31.

SUBSEQUENT INDORSEE AGAINST MAKER.

(Title.)

- A. B., the above-named plaintiff, states as follows:
- 1. [As in the preceding form.]
- 2. That the same was, by the indersement of the said E. F., and of G. H. and I. J. [or, and others] transferred to the plaintiff.

[Demand of judgment.]

No. 32.

FIRST INDORSEE AGAINST FIRST INDORSER.

(Title.)

A. B., the above-named plaintiff, states as follows:-

- 1. That E. F., on the day of 18, at , by his promissory note, now overdue, promised to pay to the defendant or order rupees months after date.
 - 2. That the defendant indorsed the same to the plaintiff.
- 3. That on the day of 18 the same was duly presented for payment, but was not paid.

[Or state facts excusing want of presentment.]

- 4. That the defendant had notice thereof.
- 5. That he has not paid the same.

[Demand of judgment.]

No. 33.

Subsequent Indorsee against first Indorsee; the indorsement being special.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That the defendant indorsed to one E. F. a promissory note, now overdue, made [or purporting to have been made] by one G. H., on the day of 18, at, to the order of the defendant, for the sum of

, to the order of the defendant, for the sum of rupees [payable days after date].

- 2. That the same was by the indorsement of the said E. F., [and others] transferred to the plaintiff. [Or, that the said E. F. indorsed the same to the plaintiff.]
 - 3, 4, and 5. [Same as 3, 4, and 5 of the preceding form.]

 [Demand of judgment]

No. 34.

Subsequent Indorsee against his immediate Indorser. (Title.)

A. B., the above-named plaintiff, states as follows:-

1. That the defendant indersed to him a promissory note, now overdue, made [or purporting to have been made] by one E. F., on the day of 18, at, to the order of one G. H., for the sum of rupees [payable days after date], and indersed by the said G. H. to the defendant.

2, 3, and 4. [As in No. 33.]

[Demand of judgment.]

No. 35.

Subsequent Indorsee against intermediate Indorser. (Title.)

A. B., the above-named plaintiff, states as follows:-

1. That a promissory note, now overdue, made [or purporting to have been made] by one E. F., on the day of 18, at, to the order of one G. H., for the sum of rupees [payable days after date], and indorsed by the said G. H. to the defendant, was by the indorsement of the defendant [and others] transferred to the plaintiff.

2, 3, and 4. [As in No. 33.]

[Demand of judgment.]

No. 36.

Subsequent Indorsee Against Maker, first and second Indorser.

IN THE COURT OF

ΑT

Civil Suit No.

A. B. of
against
C. D. of
E. F. of
and
G. H. of

- A. B., the above-named plaintiff, states as follows :-
- 1. That on the day of 18, at, the defendant, C. D. by his promissory note, now overdue, promised to pay to the order of the defendant, E. F., rupees [months after date].
- 2. That the said E. F. indorsed the same to the defendant G. H., who indorsed it to the plaintiff.
- 3. That on the day of 18, the same was presented [or state facts excusing want of presentment] to the said C. D. for payment, but was not paid.
 - 4. That the said E. F. and G. H. had notice thereof.
 - 5. That they have not paid the same.

No. 37.

DRAWER AGAINST ACCEPTOR.

- A. B., the above-named plaintiff, states as follows:
- 1. That on the day of 18, at by his bill of exchange, now overdue, the plaintiff required the defendant to pay to him rupees [days after date, or sight thereof].
- 2. That the defendant accepted the said bill. [If the bill is payable at a certain time after sight, the date of acceptance should be stated, otherwise it is not necessary].
 - 3. That he has not paid the same.

4. That by reason thereof the plaintiff incurred expenses in and about the presenting and noting of the bill, and incidental to the dishonour thereof.

[Demand of judgment.]

[Nore.—Where the bill is payable to a third party, for paras. 1, 2, 3, say-]

- 1. That on &c., at &c., by his bill of exchange, now overdue, directed to the defendant the plaintiff required the defendant to pay to E. F. or order rupees months after date.
- 2. That the plaintiff delivered the said bill to the said E. F. on
- 3. That the defendant accepted the said bill, but did not pay the same, whereupon the same was returned to the plaintiff.

No. 38.

PAYER AGAINST ACCEPTOR.

(Title).

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, the defendant accepted a bill of exchange, now overdue, made [or purporting to have been made] by one E. F., on the day of 18, at, requiring the defendant to pay to the plaintiff rupees after sight thereof.
 - 2. That he has not paid the same.

[Demand of judgment.]

No. 39.

FIRST INDORSEE AGAINST ACCEPTOR.

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, the defendant accepted a bill of exchange, now overdue, made [or purporting to have

been made] by one E. F., on the day of 18, at, requiring the defendant to pay to the order of one G. H. rupees after sight thereof.

- 2. That the said G. H. indorsed the same to the plaintiff.
- 3. That the defendant has not paid the same.

[Demand of judgment.]

No. 40.

SUBSEQUENT INDORSEE AGAINST ACCEPTOR.

(Title.)

- A. B., the above-named plaintiff, states as follows :-
- 1. [As in the preceding form to the end of art. 1.]
- 2. That by the indorsement of the said G. H. [and others], the same was transferred to the plaintiff.
 - 3. That the defendant has not paid the same.

[Demand of judgment.]

No. 41.

PAYER AGAINST DRAWER FOR NON-ACCEPTANCE.

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at , the defendant by his bill of exchange, directed to E. F., required the said E. F. to pay to the plaintiff rupees [day after sight].
- 2. That on the day of 18, the same was duly presented to the said E. F. for acceptance, and was dishonoured.

- 3. That the defendant had due notice thereof.
- 4. That he has not paid the same.

[Norm.—Notice of dishonour by non-acceptance must be given at once.]

No. 42.

FIRST INDORSEE AGAINST FIRST INDORSER.

(Title.)

- A. B., the above-named plaintiff, states as follows: -
- 1. That the defendant indorsed to the plaintiff a bill of exchange, now overdue, made [or purporting to have been made] by one E. F., on the day of 18, at, requiring one G. H., to pay to the order of the defendant rupees [days] after sight [or after date, or at sight] thereof, [and accepted by the said G. H. on the day of 18].
- 2. That on the day of 18, the same was presented to the said G. H. for payment, and was dishonoured.
 - 3. That the defendant has due notice thereof.
 - 4. That he has not paid the same.

[Demand of judgment.]

No. 43.

SUBSEQUENT INDORSEE AGAINST FIRST INDORSER; THE INDORSEMENT BEING SPECIAL.

- A. B., the above-named plaintiff, states as follows: -
- 1. That the defendant indorsed to one E. F., a bill of exchange, now overdue, made for purporting to have been

made] by one G. H., on the day of 18, at requiring one I. J. to pay to the order of the defendant rupees days after sight thereof [or otherwise], and accepted by the said I. J. on the day of 18. [This clause may be omitted, if not according to the fact.]

- 2. That the same was, by the indorsement of the said E. F. [and others], transferred to the plaintiff.
- 3. That on the day of 18, the same was presented to the said I. J. for payment, and was dishonoured.
 - 4. That the defendant had due notice thereof.
 - 5. That he has not paid the same.

[Demand of judgment.]

No. 44.

Subsequent Indorsee against his immediate Indorser.

(Title.)

- A. B., the above-named plaintiff, states as follows :-
- 1. That the defendant indorsed to plaintiff a bill of exchange, now overdue, made [or purporting to have been made] by one E. F., on the day of 18, at , requiring one G. H., to pay to the order of I. J. rupees days after sight thereof [or otherwise], [accepted by the said G. H.] and indorsed by the said I. J. to the defendant.
- 2. That on the day of 18, the same was presented to the said G. H. for payment, and was dishonoured.
 - 3. That the defendant had due notice thereof.
 - 4. That he has not paid the same.

[Demand of judgment.]

No. 45.

Subsequent Indorsee against intermediate Indorser.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That a bill of exchange, now overdue, made [or purporting to have been made] by one E. F., on the day of 18, at requiring one G. H., to pay to the order of one I. J. rupees days after sight thereof [or otherwise], [accepted by the said G. H.] and indersed by the said I. J. to the defendant, was, by the indersement of the defendant [and others], transferred to the plaintiff.
- 2. That on the day of 18, the same was presented to the said G. H. for payment, and was dishonoured.
 - 3. That the defendant had due notice thereof.
 - 4. That he has not paid the same.

[Demand of judgment.]

No. 46.

INDORSEE AGAINST DRAWER, ACCEPTOR, AND INDORSER.

IN THE COURT OF

Civil Regular No.

A. B. of

against

C. D. of

E. F. of

G. H. of

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at, the defendant, C. D., by his bill of exchange, now overdue, directed to the defendant E. F., required the said E. F., to

pay to the order of the defendant G. H., rupees [days after sight thereof].

- 2. That on the day of 18, the said E. F. accepted the same.
 - 3. That the said G. H. indorsed the same to the plaintiff.
- 4. That on the day of 18, the same was presented to the said E. F. for payment, and was dishonoured.
 - 5. That the other defendants had due notice thereof.
 - 6. That they have not paid the same.

[Demand of judgment.]

No. 47.

PAYER AGAINST DRAWER FOR NON-ACCEPTANCE OF A FOREIGN BILL.

- A. B., the above-named plaintiff, states as follows:—
- 1. That on the day of 18, at, the defendant by his bill of exchange drawn in Calcutta, required one E. F. to pay to the plaintiff in [London] pounds sterling, [sixty days] after sight thereof.
- 2. That on the day of 18, the same was presented to the said E. F. for acceptance, and was dishonoured, and was thereupon duly protested.
 - 3. That the defendant had due notice thereof.
 - 4. That he has not paid the same.
- . [5. That the value of pounds sterling, at the time of the service of notice of protest on the defendant, was rupees annual.

Wherefore the plaintiff demands judgment against the defendant for rupees, with [ten per centum] compensation and interest from the day of 18.

No. 48.

PAYEE AGAINST ACCEPTOR.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at, one E. F., by his bill of exchange, now overdue, directed to the defendant, required the defendant to pay to the plaintiff rupees after date [or days after sight] thereof.
- 2. That on the day of 18, the defendant accepted the said bill.
 - 3. That he has not paid the same.

[Demand of judgment.]

[Note.—This form omits to state the delivery of the bill to the plaintiff or his title to sue. See Churchill v. Gardner, 7 T. R. 596.]

No. 49.

ON A MARINE [OPEN] POLICY, ON VESSEL LOST BY PERILS OF THE SEA.

- A. B., the above-named plaintiff, states as follows:---
- 1. That plaintiff was the owner of [or, had an interest in] the ship at the time of its loss, as hereafter mentioned.

2. That on the day of 18, at, the defendants, in consideration of rupees to them paid [or, which the plaintiff then promised to pay], executed to him a policy of insurance upon the said ship, a copy of which is hereto annexed; [or, whereby they promised to pay to the plaintiff, within

days after proof of loss and interest, all loss and damage accruing to him by reason of the destruction or injury of the said ship, during its next voyage from to , whether by perils of the sea or by fire, or by other causes therein mentioned, not exceeding rupees].

- 3. That the said vessel, while proceeding on the voyage mentioned in the said policy, was, on the day of 18, totally lost by the perils of the sea [or otherwise.]
 - 4. That the plaintiff's loss thereby was rupees.
- 5. That on the day of 18, he furnished the defendants with proof of his loss and interest, and otherwise duly performed all the conditions of the said policy on his part.
 - 6. That the defendants have not paid the said loss.

[Demand of judgment.]

No. 50.

On cargo, lost by fire :-- valued policy.

- A. B., the above-named plaintiff, states as follows:--
- 1. That plaintiff was the owner of [or, had an interest in] [one hundred bales of cotton] on board the ship at the time of its loss as hereafter mentioned.
- 2. That on the day of 18, at the defendant, in consideration of rupees which the

plaintiff then paid [or, promised to pay], executed to him a policy of insurance upon the said goods, a copy of which is hereto annexed; [or, whereby it promised to pay to the plaintiff rupees in case of the total loss, by fire or other causes mentioned, of the said goods before their landing at; or, in case of partial loss, such damage as the plaintiff might sustain thereby, provided the same should exceed per centum of the whole value of the goods.]

- 3. That on the day of 18, at, while proceeding on the voyage mentioned in the said policy, the said goods were totally destroyed by fire.
- 4 and 5. [As in paragraphs 5 and 6 of the last preceding Form.]

[Demand of judgment.]

No. 51.

ON FREIGHT :- VALUED POLICY.

- A. B., the above-named plaintiff, states as follows : -
- 1. That plaintiff had an interest in the freight to be earned by the ship [] on her voyage from to , at the time of her loss as hereafter mentioned, and that a large quantity of goods was shipped upon freight in her at that time.
- 2. That on the day of 18, at, the defendant, in consideration of rupees to it paid, executed to the plaintiff a policy of insurance upon the said freight, a copy of which is hereto annexed [or state its tenor, as before.]
- 3. That the said vessel, while proceeding upon the voyage mentioned in the said policy, was, on the day of 18, totally lost by [the perils of the sea.]

4. That the plaintiff has not received any freight from the said vessel, nor did she earn any on the said voyage, by reason of her loss as aforesaid.

5 and 6. [As in Form No. 50.]

[Demand of judgment.]

No. 52.

FOR A LOSS BY GENERAL AVERAGE.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That plaintiff was the owner of [or, had an interest in] [one hundred bales of cotton] shipped on board a vessel called the Y. Z., from to, at the time of the loss hereafter mentioned.
- 2. That on the day of 18, at in consideration of rupees [which the plaintiff then promised to pay], the defendant executed to the plaintiff a policy of insurance upon his said goods, a copy of which is hereto annexed [or state its tenor, as before.]
- 5. That on the day of 18, while proceeding on the voyage mentioned in the said policy, the said vessel was so endangered by perils of the sea, that the master and crew thereof were compelled to, and did, cast into the sea a large part of her rigging and furniture.
- 4. That the plaintiff was, by reason thereof, compelled to, and did, pay a general average loss of rupees.
- 5. That on the day of 18, he furnished the defendant with proof of his loss and interest, and otherwise duly performed all the conditions of the said policy on his part.
 - 6. That the defendant has not paid the said loss.

[Demand of judgment.]

No. 53.

FOR A PARTICULAR AVERAGE LOSS.

(Title.)

A. B., the above-named plaintiff, states as follows:-

1 and 2. [As in the preceding Form.]

3. That on the day of 18, while on the high seas, the sea-water broke into the said ship, and damaged the said [cotton] to the amount of rupees.

4 and 5. [As in paragraphs 5 and 6 of the preceding Form].

[Demand of judgment.]

No. 54.

ON A FIRE INSURANCE POLICY.

- A. B., the above-named plaintiff, states as follows:-
- 1. That plaintiff [was the owner of, or] had an interest in a [dwelling-house, known as No., street, in the city of ,] at the time of its destruction [or, injury] by fire as hereinafter mentioned.
- 2. That on the day of 18, at, in consideration of rupees [to it paid], the defendant executed to the plaintiff a policy of insurance on the said [premises], a copy of which is hereto annexed [or state its tenor].
- 3. That on the day of 18, the said [dwelling-house] was totally destroyed [or, greatly damaged] by fire.
 - 4. That the plaintiff's loss thereby was rupees.
- 5. That on the day of 18, he furnished the defendant with proof of his said loss and interest, and otherwise duly performed all the conditions of the said policy on his part.
 - 6. That the defendant has not paid the said loss.

[Demand of judgment.]

No. 55.

AGAINST SURETIES FOR PAYMENT OF RENT.

(Title.)

- A. B., the above-named plaintiff, states as follows:--
- 1. That on the day of 18, at , one E. F. hired from the plaintiff, for the term of years the [house No. street,] at the annual rent of rupees, payable [monthly].
- 2. That [at the same time and place] the defendant agreed, in consideration of the letting of the said premises to the said E. F., to guarantee the punctual payment of the said rent.
- 3. That the rent aforesaid for the month of 18, amounting to rupees, has not been paid.

[If by the terms of the agreement, notice is required to be given to the surety, add:—]

- 4. That on the day of 18, the plaintiff gave notice to the defendant of the non-payment of the said rent, and demanded payment thereof.
 - 5. That he has not paid the same.

[Demand of judgment.]

B.—PLAINTS FOR COMPENSATION FOR BREACH OF CONTRACT.

No. 56.

FOR BREACH OF AGREEMENT TO CONVEY LAND.

- A. B., the above-named plaintiff, states as follows:—
- 1. That on the day of 18, at, the plaintiff and defendant entered into an agreement, under their hands, of which a copy is hereto annexed.

[Or that on, &c., the defendant agreed with the plaintiff that, in consideration of a deposit of rupees then paid, and of the further sum of ten thousand rupees payable as hereafter mentioned, he would, on the day of 18, at, execute to the plaintiff a sufficient conveyance of [the house No. street, in the city of free from all incumbrances; and the plaintiff agreed to pay ten thousand rupees for the same on delivery thereof.]

- 2. That on the day of 18, the plaintiff demanded the conveyance of the said property from the defendant and tendered rupees to the defendant [or, that all conditions were fulfilled, and all things happened and all times elapsed necessary to entitle the plaintiff to have the said agreement performed by the defendant on his part.]
- 3. That the defendant has not executed any conveyance of the said property to the plaintiff [or, that there is a mortgage upon the said property, made by to, for rupees, registered in the office of, on the day of 18, and still unsatisfied, or any other defect of title].
- 4. That the plaintiff has thereby lost the use of the money paid by him as such deposit as aforesaid and of other moneys provided by him for the completion of the said purchase, and has lost the expenses incurred by him in investigating the title of the defendant and in preparing to perform the agreement on his part, and has incurred expense in endeavouring to procure the performance thereof by the defendant.

The plaintiff prays judgment for rupees compensation.

No. 57.

FOR BREACH OF AGREEMENT TO PURCHASE LAND. (Title.)

A. B., the above-named plaintiff, states as follows :-

1. That on the day of 18, at, the plaintiff and defendant entered into an agreement, under their hands, of which a copy is hereto annexed.

Or, that on the day of 18, at, the plaintiff and defendant mutually agreed that the plaintiff should sell to the defendant, and that the defendant should purchase from the plaintiff, forty bighas of laud in the village of, for rupees].

- 2. That on the day of 18, at, the plaintiff being then the absolute owner of the said property [and the same being free from all incumbrances, as was made to appear to the defendant,] tendered to the defendant a sufficient instrument of conveyance of the same [or, was ready and willing, and offered to convey the same to the defendant by a sufficient instrument,] on the payment by the defendant of the said sum.
 - 3. That the defendant has not paid the same,

[Demand of judgment.]

No. 58.

Another Form.

FOR NOT COMPLETING A PURCHASE OF IMMOVEABLE PRO-PERTY.

- A. B., the above-named plaintiff, states as follows : -
- 1. That by an agreement dated the day of
 187, it was agreed by and between the plaintiff and the
 defendant that the plaintiff should sell to the defendant and the
 defendant should purchase from the plaintiff a house and land
 at the price of rupees, upon the terms and conditions
 following (that is to say)—

- (a) That the defendant should pay the plaintiff a deposit of rupees in part of the said purchase money on the signing of the said agreement, and the remainder on the day of 187, on which day the said purchase should be completed.
- (b) That the plaintiff should deduce and make a good title to the said premises on or before the day of 187, and on payment of the said remainder of the said purchase money as aforesaid should execute to the defendant a proper conveyance of the said premises to be prepared at the defendant's expense.
- 2. That all conditions were fulfilled, and all things happened and all times elapsed necessary to entitle the plaintiff to have the said agreement performed by the defendant on his part, yet the defendant did not pay the plaintiff the remainder of the said purchase-money as aforesaid on his part.
- 3. That the plaintiff has thereby lost the expense which he incurred in preparing to perform the said agreement on his part, and has been put to expense in endeavouring to procure the performance thereof by the defendant.

[Demand of judgment.]

No. 59.

FOR NOT DELIVERING GOODS SOLD.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at, the plaintiff and defendant mutually agreed that the defendant should deliver [one hundred barrels of flour] to the plaintiff

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on the day of should pay therefor

18 ,] and that the plaintiff rupees on delivery.

- 2. That on the [said] day, the plaintiff was ready and willing, and offered, to pay the defendant the said sum upon delivery of the said goods.
- 3. That the defendant has not delivered the same, whereby the plaintiff has been deprived of the profits which would have accrued to him from such delivery.

[Demand of judgment.]

No. 60.

FOR BREACH OF CONTRACT TO EMPLOY.

- A. B., the above-named plaintiff, states as follows:
- 1. That on the day of 18, at the plaintiff and defendant mutually agreed that the plaintiff should serve the defendant as [an accountant, or in the capacity of foreman, or as the case may be], and that the defendant should employ the plaintiff as such, for the term of [one year], and pay him for his services rupees [monthly].
- 2. That on the day of 18, the plaintiff entered upon the service of the defendant as aforesaid, and has ever since been, and still is, ready and willing to continue in such service during the remainder of the said year, whereof the defendant always had notice.
- 3. That on the day of 18, the defendant wrongfully discharged the plaintiff, and refused to permit him to serve as aforesaid, or to pay him for his services.

No. 61.

FOR BREACH OF CONTRACT TO EMPLOY, WHERE THE EMPLOY-MENT NEVER TOOK EFFECT.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. [As in last preceding Form.]
- 2. That on the day of 18, at; the plaintiff offered to enter upon the service of the defendant, and has ever since been ready and willing so to do.
- 3. That the defendant refused to permit the plaintiff to enter upon such service, or to pay him for his services.

[Demand of judgment.]

No. 62.

FOR BREACH OF CONTRACT TO SERVE.

(Title.)

- A. B., the above-named plaintiff, states as follows : -
- 1. That on the day of 18, at ,the plaintiff and defendant mutually agreed that the plaintiff should employ the defendant at [an annual] compensation of rupees, and that the defendant should serve the plaintiff as [an artist] for the term of [one year].
- 2. That the plaintiff has always been ready and willing to perform his part of the said agreement [and on the day of 18, offered so to do].
- 3. That the defendant [entered upon the service of the plaintiff on the above-mentioned day, but afterwards, on the day of 18, he] refused to serve the plaintiff as aforesaid.

[Demand of judgment.]

No. 63.

AGAINST A BUILDER FOR DEFECTIVE WORKMANSHIP.

(Title.)

A. B., the above-named plaintiff, states as follows:-

1. That on the day of 18, at , the plaintiff and defendant entered into an agreement, of which a copy is hereto annexed:

[Or state the tenor of the contract.]

- [2. That the plaintiff duly performed all the conditions of the said agreement on his part.]
- 3. That the defendant [built the house referred to in the said agreement in a bad and unworkmanlike manner].

[Demand of judgment.]

No. 64.

By the master against the father or guardian of an apprentice.

(Title.)

A. B., the above-named plaintiff, states as follows :-

1. That on the day of 18, at, the defendant entered into an agreement, under his hand and seal,* a copy of which is hereto annexed:

[Or state the tenor of these covenants.]

2. That after the making of the said agreement the plaintiff received the said [apprentice] into his service as such apprentice for the term aforesaid, and has always performed and been ready and willing to perform all things in the said agreement on his part to be performed.

^{*} The form given in Act XIX, of 1850 requires the seal of the father or guardian.

3. That on the day of 18, the said [apprentice] wilfully absented himself from the service of the plaintiff, and continues so to do.

[Demand of judgment.]

No. 65.

BY THE APPRENTICE AGAINST THE MASTER.

(Title.)

- A. B., the above-named plaintiff, states as follows :-
- 1. That on the day of 18, at , the defendant entered into an agreement with the plaintiff and his father, E. F., under their hands and seals, a copy of which is hereto annexed.
- 2. That after the making of the said agreement the plaintiff entered into the service of the defendant with him after the manner of an apprentice to serve for the term mentioned in the said agreement, and has always performed all things in the said agreement contained on his part to be performed.
- 3. That the defendant has not [instructed the plaintiff in the business of , or state any other breach, such as cruelty, failure to provide sufficient food, or other ill-treatment].

[Demand of judgment.]

No. 66.

ON A BOND FOR THE FIDELITY OF A CLERK.

(Title).

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at plaintiff employed one E. F. as a clerk.

2. That on the day of

18, at , the defendant agreed with the plaintiff, that if the said E. F. should not faithfully perform his duties as a clerk to the plaintiff, or should fail to account to the plaintiff for all moneys, evidences of debt, or other property received by him for the use of the plaintiff, the defendant would pay to the plaintiff whatever loss he might sustain by reason thereof, not exceeding rupees.

[Or, 2. That at the same time and place, the defendant bound himself to the plaintiff, by writing under his hand, in the penal sum of rupees, conditioned that if the said E. F. should faithfully perform his duties as clerk and cashier to the plaintiff, and should justly account to the plaintiff for all moneys, evidences of debt, or other property which should be at any time held by him in trust for the plaintiff, the same should be void, but not otherwise.]

[Or, 2. That at the same time and place, the defendant executed to the plaintiff a bond, a copy of which is annexed.]

3. That between the day of 18 and the day of 18, the said E. F. received money and other property, amounting to the value of rupees, for the use of the plaintiff, for which he has not accounted to him, and the same still remains due and unpaid.

[Demand of judgment.]

No. 67.

By Tenant against landlord, with special damage.

(Title.)

A. B., the above-named plaintiff, states as follows :-

1. That on the day of 18

writing, let to the plaintiff [the house No. street,] for the term of years, covenanting with the plaintiff that he, the plaintiff, and his legal representatives, should quietly enjoy possession thereof for the said term.

- 2. That all conditions were fulfilled and all things happened necessary to entitle the plaintiff to maintain this suit.
- 3. That on the day of during the said term, one E. F., who was the lawful owner of the said house, lawfully evicted the plaintiff therefrom, and still withholds the possession thereof from him.
- 4. That the plaintiff was thereby [prevented from continuing the business of a tailor at the said place, was compelled to expend rupees in moving, and lost the custom of G. H. and I. J. by such removal].

[Demand of judgment.]

No. 68.

FOR BREACH OF WARRANTY OF MOVEABLES.

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at, the defendant warranted a steam-engine to be in good working order, and thereby induced the plaintiff to purchase the same of him, and to pay him rupees therefor.
- 2. That the said engine was not then in good working order, whereby the plaintiff incurred expense in having

the said engine repaired, and lost the profits which would otherwise have accrued to him while the engine was under repair.

[Demand of judgment.]

No. 69.

On an agreement of indemnity.

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at, the plaintiff and defendant, being partners in trade under the firm of A. B. and C. D., dissolved the said partnership, and mutually agreed that the defendant should take and keep all the partnership property, pay all debts of the firm, and indemnify the plaintiff against all claims that might be made upon him on account of any indebtedness of the said firm.
- 2. That the plaintiff duly performed all the conditions of the said agreement on his part.
- 3. That on the day of 18 [a judgment was recovered against the plaintiff and defendant by one *E. F.*, in the High Court of Judicature at, upon a debt due from the said firm to the said *E. F.*, and on the day of 18] the plaintiff paid rupees [in satisfaction of the same].
- 4. That the defendant has not paid the same to the plaintiff.

No. 70.

BY SHIP-OWNER AGAINST FREIGHT OR FOR NOT LOADING.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at, the plaintiff and defendant entered into an agreement, a copy of which is hereto annexed.
- [Or. 1. That on the plaintiff and defendant agreed by charter party that the defendant should deliver to the plaintiff's ship on the day of 18 , five hundred tons of merchandise, which she should carry to , and there deliver, on payment of freight; and that the defendant should have days for loading, days for discharge, and days for demurrage, if required, at rupees per day.]
- 2. That at the time fixed by the said agreement the plaintiff was ready and willing and offered to receive [the said merchandise, or, the merchandise mentioned in the said agreement] from the defendant.
- 3. That the period allowed for loading and demurrage has elapsed, but the defendant has not delivered the said merchandise to the said vessel.

Wherefore, the plaintiff demands judgment for rupees for demurrage and rupees additional for compensation.

C. PLAINTS FOR COMPENSATION UPON WRONGS.

No. 71.

FOR TRESPASS ON LAND.

(Title.)

 $A.\ B.$, the above-named plaintiff, states as follows:— That on the day of 18, at, the defendant entered upon certain land of the plaintiff,

known as [and depastured the same with cattle, trod down the grass, cut the timber, and otherwise injured the same].

[Demand of judgment.]

No. 72.

FOR TRESPASS IN ENTERING A DWELLING-HOUSE.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That the defendant entered a dwelling-house of the plaintiff called , and made a noise and disturbance therein for a long time, and broke open the doors of the said dwelling-house, and removed, took, and carried away the fixtures and goods of the plaintiff therein, and disposed of the same to the defendant's own use, and expelled the plaintiff and his family from the possession of the said dwelling-house, and kept them so expelled for a long time.
- 2. That the plaintiff was thereby prevented from carrying on his business, and incurred expense in procuring another dwelling-house for himself and family.

[Demand of judgment.]

No. 73.

FOR TRESPASS ON MOVEABLES.

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at , the defendant broke open ten barrels of rum

belonging to the plaintiff, and emptied their contents into the street [or seized and took the plaintiff's goods, that is to say, iron, rice, and household furniture, or as the case may be], and carried away the same and disposed of them to his own use:

[or, seized and took the plaintiff's cows and bullocks, and impounded them and kept them impounded for a long time]

2. That the plaintiff was thereby deprived of the use of the cows and bullocks during that time, and incurred expense in feeding them and in getting them restored to him; and was also prevented from selling them at fair, as he otherwise would have done, and the said cows and bullocks are diminished in value to the plaintiff [otherwise state the injury according to the facts].

[Demand of judgment.]

No. 74

FOR THE CONVERSION OF MOVEABLE PROPERTY.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, plaintiff was in possession of certain goods described in the schedule hereto annexed [or of one thousand barrels of flour].
- 2. That on that day, at , the defendant converted the same to his own use, and wrongfully deprived the plaintiff of the use and possession of the same.

[Demand of judgment.]

The Schedule.

No. 75.

AGAINST A WAREHOUSEMAN FOR REFUSAL TO DELIVER GOODS.

(Title.)

- A. B., the above-named plaintiff, states as follows :-
- 1. That on the day of 18, at, the defendant, in consideration of the payment to him of rupees [or, rupees per barrel, per month, &c.,] agreed to keep in his godown [one hundred barrels of flour], and to deliver the same to the plaintiff on payment of the said sum.
- 2. That thereupon the plaintiff deposited with the defendant the said [hundred barrels of flour].
- 3. That on the day of 18, the plaintiff requested the defendant to deliver the said goods, and tendered him rupees [or, the full amount of storeage due thereon], but the defendant refused to diliver the same.
- 4. That the plaintiff was thereby prevented from selling the said goods to E. F., and the same are lost to the plaintiff.

[Demand of judgment.]

No. 76.

FOR PROCURING PROPERTY BY FRAUD.

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at, the defendant, for the purpose of inducing the plaintiff to sell him certain goods, represented to the plaintiff that [he, the defendant, was solvent, and worth rupees over all his liabilities].

- 2. That the plaintiff was thereby induced to sell [and deliver] to the defendant [dry goods] of the value of rupees.
- 3. That the said representations were false [or, state the particular falsehoods], and were then known by the defendant to be so.
- 4. That the defendant has not paid for the said goods. [Or, if the goods were not delivered] That the plaintiff, in preparing and shipping the said goods and procuring their restoration expended rupees.

[Demand of judgment.]

No. 77.

FOR FRAUDULENTLY PROCURING CREDIT TO BE GIVEN TO ANOTHER PERSON.

- A. B., the above-named plaintiff, states as follows:—
- 1. That on the day of 18, at, the defendant represented to the plaintiff, that one E. F. was solvent and in good credit, and worth rupees over all his liabilities [or, that E. F. then held a responsible situation and was in good circumstances, and might safely be trusted with goods on credit].
- 2. That the plaintiff was thereby induced to sell to the said E. F. [rice] of the value of rupees [on months' credit].
- 3. That the said representations were false and were then known by the defendant to be so, and were made by him with intent to deceive and defraud the plaintiff [or, to deceive and injure the plaintiff.]

4. That the said E. F. [did not pay for the said goods at the expiration of the credit aforesaid, or,] has not paid for the said rice, and the plaintiff has wholly lost the same by reason of the premises.

[Demand of judgment.]

No. 78.

FOR FOLLUTING THE WATER UNDER THE PLAINTIFF'S LAND.

(Title.)

- A. B., the above-named plaintiff, states as follows:
- 1. That he is, and at all the times hereinafter mentioned was, possessed of certain land called and situate in, and of a well therein, and of water in the said well, and was entitled to the use and benefit of the said well and of the said water therein, and to have certain springs and streams of water which flowed and ran into the said well to supply the same to flow or run without being fouled or polluted.
- 2. That on the day of 18, the defendant wrongfully fouled and polluted the said well and the said water therein and the said springs and streams of water which flowed into the said well.
- 3. That by reason of the premises the said water in the said well became impure and unfit for domestic and other necessary purposes, and the plaintiff and his family are deprived of the use and benefit of the said well and water.

[Demand of judgment.]

No. 79.

FOR CARRYING ON A NOXIOUS MANUFACTURE.

- A. B., the above-named plaintiff, states as follows:-
- 1. That the plaintiff is, and at all the times hereinafter mentioned was, possessed of certain lands called situate in

- 2. That ever since the day of 18, the defendant has wrongfully caused to issue from certain smelting works carried on by the defendant large quantities of offensive and unwholesome smoke and other vapours and noxious matter, which spread themselves over and upon the said lands, and corrupted the air, and settled on the surface of the said lands.
- 3. That thereby the trees, hedges, herbage, and crops of the plaintiff growing on the said lands were damaged and deteriorated in value, and the cattle and live stock of the plaintiff on the said lands became unhealthy, and divers of them were poisoned and died.
- 4. That by reason of the premises the plaintiff was unable to depasture the said lands with cattle and sheep, as he otherwise might have done, and was obliged to remove his cattle, sheep, and farming stock therefrom, and has been prevented from having so beneficial and healthy a use and occupation of the said lands as he otherwise would have had.

[Demand of judgment.]

No. 80.

FOR OBSTRUCTING A WAY.

- A. B., the above named plaintiff, states as follows:-
- I. That plaintiff is, and at the time hereafter mentioned was, possessed of [a house in the town of].
- 2. That he was accustomed to pass [with vehicles, or, on foot] along a certain way leading from his said house to [the highway].

- 3. That on the day 18, the defendant obstructed the said way, so that the plaintiff could not pass [with vehicles, or, on foot, or, in any manner] along the said way [and has ever since obstructed the same].
 - 4. [State special damage, if any].

[Demand of judgment.]

Another Form.

- 1. That the defendant wrongfully dug a trench and heaped up earth and stones in the public highway leading from to so as to obstruct it.
- 2. That thereby the plaintiff, while lawfully passing along the said highway, fell over the said earth and stones [or, into the said trench] and broke his arm, and suffered great pain, and was prevented from attending to his business for a long time, and incurred expense for medical attendance.

[Demand of judgment.]

No. 81.

FOR DIVERTING A WATER-COURSE.

- A. B., the above-named plaintiff, states as follows:-
- 1. That the plaintiff is, and at the time hereinafter mentioned was, possessed of a mill situated on a [stream], known as the , in the village of district of
- 2. That by reason of such possession the plaintiff was entitled to the flow of the said stream for working the said mill.
- 3. That on the day of 18, the defendant, by cutting the bank of the said stream, diverted the water thereof so that less water ran into the plaintiff's mill.

4. That by reason thereof, the plaintiff has been unable to grind more than sacks per day, whereas, before the said diversion of water, he was able to grind sacks per day.

[Demand of judgment.]

No. 82.

FOR OBSTRUCTING A RIGHT TO USE WATER FOR IRRIGATION.

(Title.)

- A. B., the above-named plaintiff, states as follows: -
- 1. That the plaintiff is, and was at the time hereinafter mentioned, possessed of certain lands situate, g_c , and entitled to take and use a portion of the water of a certain stream for irrigating the said lands.
- 2. That on the day of the defendant prevented the plaintiff from taking and using the said portion of the said water as aforesaid, by obstructing and diverting the said stream.

[Demand of judgment.]

. No. 83.

FOR WASTE BY A LESSEE.

- A. B., the above-named plaintiff, states as follows: -
- 1. That on the day of 18, the defendant hired from him the [house No. street] for the term of
- 2. That the defendant occupied the same under such hiring:
- 3. That during the period of such occupation, the defendant greatly injured the premises [defaced the walls, tore up the floors, and broke down the doors; or otherwise specify the injuries as far as possible].

The plaintiff prays judgment for compensation.

rupees

No. 84.

FOR ASSAULT AND BATTERY.

(Title.)

A. B., the above-named plaintiff, states as follows :-

That on the day of 18, at the defendant assaulted and beat him.

The plaintiff prays judgment for rupees compensation.

No. 85.

For assault and battery, with special damage.

(Title.)

A. B., the above-named plaintiff, states as follows:-

- 1. That on the day of 18, at, the defendant assaulted and beat the plaintiff, until he became insensible.
- 2. That the plaintiff was thereby disabled from attending to his business for [six weeks thereafter], and was compelled to pay rupees for medical attendance, and has been ever since disabled [from using his right arm]. [Or otherwise state the damage, as the case may be].

[Demand of judgment.]

No. 86.

FOR ASSAULT AND FALSE IMPRISONMENT.

- A. B., the above-named plaintiff, states as follows:
- 1. That on the day of 18, at, the defendant assaulted the plaintiff and imprisoned him for

days [or hours]; [state special damage, if any, thus:-]

2. That by reason thereof the plaintiff suffered great pain of body and mind and was exposed and injured in his credit and circumstances, and was prevented from carrying on his business, and from providing for his family by his personal care and attention, and incurred expense in obtaining his liberation from the said imprisonment, [or otherwise as the case may be].

[Demand of judgment.]

No. 87.

FOR INJURIES CAUSED BY NEGLIGENCE ON A RAILBOAD.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, the defendants were common carriers of passengers by railway between and
- 2. That on that day the plaintiff was a passenger in one of the carriages of the defendants on the said road.
- 3. That while he was such passenger, at [or, near the station of ; or, between the stations of and], a collision occurred on the said railway, caused by the negligence and unskilfulness of the defendants' servants, whereby the plaintiff was much injured [having his leg broken, his head cut, &c., and state the special damage, if any, as], and incurred expense for medical attendance, and is permanently disabled from carrying on his former business as a salesman.

[Demand of judgment.]

[Or thus:—2. That on that day the defendants by their servants so negligently and unskilfully drove and managed an engine and a train of carriages attached thereto upon and along the defendants' railway which the plaintiff was then lawfully crossing, that the said engine and train were driven and struck against the plaintiff, whereby, &c., as in § 3.]

No. 88.

FOR INJURIES CAUSED BY NEGLIGENT DRIVING.

(Title.)

- A. B., the above-named plaintiff, states as follows : -
- 1. The plaintiff is a shoemaker, carrying on business at The defendant is a merchant of.
- 2. On the [23rd May, 1875], the plaintiff was walking eastward along Chowringhee, in the city of Calcutta, at about three e'clock in the afternoon. He was obliged to cross Harington street, which is a street running into Chowringhee at right angles. While he was crossing this street, and just before he could reach the foot-pavement on the further side thereof, a carriage of the defendant's, drawn by two horses, under the charge and control of the defendant's servants, was negligently, suddenly, and without any warning, turned at a rapid and dangerous pace out of Harington Street into Chowringhee. The pole of the carriage struck the plaintiff, and knocked him down, and he was much trampled by the horses.
- 3. By the blow and fall and trampling the plaintiff's left arm was broken, and he was bruised and injured on the side and back, as well as internally, and in consequence thereof the plaintiff was for four months ill and in suffering, and unable to attend to his business, and incurred heavy medical and other expenses, and sustained great loss of business and profits.

The plaintiff claims rupees damages.

(Title.)

Written Statement of Defendant.

- 1. The defendant denies that the carriage mentioned in the plaint was the defendant's carriage, or that it was under the charge or control of the defendant's servants. The carriage belonged to [Messrs. E. F. and G. H.] of Street, Calcutta, Livery Stable-keepers, employed by the defendant to supply him with carriages and horses; and the person under whose charge and control the said carriage was, was the servant of the said Messrs. E. F. and G. H.
- 2. The defendant does not admit that the said carriage was turned out of Harington Street either negligently, suddenly, or without warning, or at a rapid or dangerous pace.
- 3. The defendant says, that the plaintiff might, and could, by the exercise of reasonable care and diligence, have seen the said carriage approaching him, and avoided any collision with it.
- 4. The defendant does not admit the statements of the third paragraph of the plaint.

No. 89.

FOR LIBEL; THE WORDS BEING LIBELLOUS IN THEMSELVES.

A. B., the above-named plaintiff, states as follows :-

- 1. That on the day of 18, at , the defendant published in a newspaper, called the [or, in a letter addressed to E. F.], the following words concerning the plaintiff:—
 - [Set forth the words used.]
 - 2. That the said publication was false and malicious.

 [Demand of judgment.]

Note.—If the libel was in a language not the language of the Court, set out the libel verbatim in the foreign language in which it was published, and then proceed thus:—"which said words, being translated into the language, have the meaning and effect following, and were so understood by the persons to whom they were so published, that is to say, [here set out a literal translation of the libel in the language of the Court.]

No. 90.

FOR LIBEL; THE WORDS NOT BEING LIBELLOUS IN THEMSELVES.

(Title.)

A. B., the above-named plaintiff, states as follows:—

1. That the plaintiff [is, and] was, on and before the

merchant, doing

day of business in the city of

2. That on the day of

18, at , the defendant published in a newspaper, called the [or, in a letter addressed to E. F.,] or otherwise show how published], the following words concerning the plaintiff:—

["A. B., of this city, has modestly retired to foreign lands. It is said that creditors to the amount of rupees are anxiously seeking his address."]

- 3. That the defendant meant thereby that [the plaintiff had absconded to avoid his creditors and with intent to defraud them].
 - 4. That the said publication was false and malicious.

[Demand of judgment.]

No. 91.

FOR SLANDER; THE WORDS BEING ACTIONABLE IN THEMSELVES.

(Title.)

A. B., the above-named plaintiff, states as follows:-

1. That on the day of

18 , at , the defendant falsely and maliciously spoke, in the hearing of E. F. [or, sundry persons], the following words, concerning the plaintiff: "He is a thief."]

2. That, in consequence of the said words, the plaintiff in the employ of lost his situation as

[Demand of judgment.]

No. 92.

FOR SLANDER; THE WORDS NOT BEING ACTIONABLE IN THEMSELVES.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
 - 1. That on the day of , the defendant falsely and mali-

18 ciously said to one E. F., concerning the plaintiff: ["He is a young man of remarkably easy conscience"].

- That the plaintiff was then seeking employment as a clerk, and the defendant meant, by the said words, that the plaintiff was not trustworthy as a clerk.
- That, in consequence of the said words, . [the said E. F. refused to employ the plaintiff as a clerk].

[Demand of judgment.]

No. 93.

FOR MALICIOUS PROSECUTION.

(Title.)

- A. B., the above named plaintiff, states as follows:-
- That on the day of

18 , at the defendant obtained a warrant of arrest from magistrate of the said city, or, as the case may be, on a charge of , and the plaintiff was arrested thereon, and imprisoned for [days, or, hours, and gave bail in the sum of release].

rupees to obtain his

- 2. That in so doing, the defendant acted maliciously and without reasonable or probable cause.
- 3. That on the day of
 18, the said magistrate dismissed the complaint of the defendant, and acquitted the plaintiff.
- 4. That many persons, whose names are unknown to the plaintiff, hearing of the said arrest and supposing the plaintiff to be a criminal, have ceased to do business with him; or; that in consequence of the said arrest, the plaintiff lost his situation as clerk to one E. F., or, that by reason of the premises the plaintiff suffered pain of body and mind and was prevented from transacting his business, and was injured in his credit, and incurred expense in obtaining his release from the said imprisonment and in defending himself against the said complaint.

[Demand of judgment.]

D.—PLAINTS IN SUITS FOR SPECIFIC PROPERTY.

No. 94.

By the absolute owner for the possession of immoveable property.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That X Y was the absolute owner of [the estate, er, the share of the estate, called, situate in the district of, the Government revenue of which is rupees and the estimated value rupees or, of the house No

, street in the town of Calcutta, the estimated value of which is rupees 7.

- 2. That on the day of 18, Z illegally dispossessed the said X. Y. of the said estate [or share or house].
- 3. That the said X. Y. has since died intestate, leaving the plaintiff the said A. B. his heir him surviving.
- 4. That the defendant withholds the possession of the estate [or share or house] from the plaintiff.

The plaintiff prays judgment:

- (1) For the possession of the said premises;
- (2) For rupees compensation for withholding the same.

Another Form.

- A. B., the above-named plaintiff, states as follows:-
- 1. On the day of , the plaintiff, by an instrument in writing let to the defendant a house and premises No. 52, Russell Street, in the

for a term of five years from the day of , at the monthly rent of

rupees 300.

- 2. By the said instrument the defendant covenanted to keep the said house and premises in good and tenantable repair.
- 3. The said instrument also contained a clause of re-entry, entitling the plaintiff to re-enter upon the said house and premises, in case the rent thereby reserved, whether demanded or not, should be in arrear, for twenty-one days, or in case the defendant should make default in the performance of any covenant upon his part to be performed.
- 4. On the day of 187 a month's rent became due, and on the day of 187 another month's rent became due; on the day of 187 both had been in arrear for twenty-one days, and both are still due.
- 5. On the same day of 187 the house and premises were not and are not now in good or tenantable repair, and it would require the expenditure of a large sum of money to reinstate the same in good and

tenantable repair, and the plaintiff's reversion is much depreciated in value. The plaintiff claims:

(1.) Possession of the said house and premises;

(2.) Rupees for arrears of rent;

(3.) Rupees compensation for the defendant's breach of his covenant to repair;

(4.) Rupees for the occupation of the house and premises from the day of 187 to the day of recovering possession.

No. 95.

BY THE TENANT.

(Title.)

A. B., the above-named plaintiff, states as follows :--

1. That one E. F. is the absolute owner of [a piece of land in the town of Calcutta, bounded as follows:

[], the estimated value of which is rupees

2. That on the day of 18, the said E. F. let the said premises to the plaintiff for years, from

3. That the defendant withholds the possession thereof from the plaintiff.

[Demand of judgment.]

No. 96.

FOR MOVEABLE PROPERTY WRONGFULLY TAKEN.

(Title.)

A. B., the above-named plaintiff, states as follows:-

1. That on the day of 18, plaintiff owned [or, was possessed of] one hundred barrels of flour, the estimated value of which is rupees.

2. That on that day, at , the defendant took the same.

The plaintiff prays judgment:

- (1.) For the possession of the said goods, or for rupees in case such possession cannot be had;
- (2.) For rupees compensation for the detention thereof.

No. 97.

FOR MOVEABLES WRONGFULLY DETAINED. (Title.)

- A. B., the above-named plaintiff, states as follows:
- 1. That on the day of 18, plaintiff owned [or, state facts showing a right to the possession] the goods mentioned in the schedule hereto annexed [or describe the goods], the estimated value of which is rupees.
- 2. That from that day until the commencement of this suit, the defendant has detained the same from the plaintiff.
- 3. That before the commencement of this suit, to wit, on the day of 18, the plaintiff demanded the same from the defendant, but he refused to deliver them.

The plaintiff prays judgment:

- (1) For the possession of the said goods, or for rupees, in case such possession cannot be had;
- (2) For rupees compensation for the detention thereof.

The schedule.

No. 98.

AGAINST A FRAUDULENT PURCHASER AND HIS TRANSFEREE WITH NOTICE.

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, at
 - , the defendant [C. D.], for the purpose of inducing the

plaintiff to sell him certain goods, represented to the plaintiff that [he was solvent, and worth rupees over all his liabilities].

- 2. That the plaintiff was thereby induced to sell and deliver to the said C. D. [one hundred boxes of tea], the estimated value of which is rupees.
- 3. That the said representations were false, and were then known by the said C, D. to be so. [Or, That at the time of making the said representations, the said C. D. was insolvent, and knew himself to be so.]
- 4. That the said C. D. afterwards transferred the said goods to the defendant E. F., without consideration [or who had notice of the falsity of the representation.]

The plaintiff prays judgment:

- For the possession of the said goods or for rupees, in case such possession cannot be had;
- (2) For rupees compensation for the detention thereof.

E. PLAINTS IN SUITS FOR SPECIAL RELIEF. No. 99.

FOR RESCISSION OF A CONTRACT ON THE GROUND OF MISTAKE.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, the defendant represented to the plaintiff that a certain piece of ground belonging to the defendant, situated at, contained [ten bighás].
- 2. That the plaintiff was thereby induced to purchase the same at the price of rupees in the belief that the said representation was true, and signed an instrument of agreement, of which a copy is hereto annexed. But no conveyance of the same has been executed to him.

- 3. That on the day of 18, the plaintiff paid the defendant rupees as part of such purchase-money.
- 4. That the said piece of ground contained in fact only [five bighás].

The plaintiff prays judgment:

- (1) For rupees, with interest from the day of 18;
- (2) That the said agreement of purchase be delivered up and cancelled.

No. 100.

FOR AN INJUNCTION RESTRAINING WASTE.

(Title.)

- A. B., the above-named plaintiff, states as follows:
- 1. That plaintiff is the absolute owner of [describe the property].
- 2. That the defendant is in possession of the same under a lease from the plaintiff.
- 3. That the defendant has [cut down a number of valuable trees, and threatens to cut down many more for the purpose of sale] without the consent of the plaintiff.

The plaintiff prays judgment, that the defendant be restrained by injunction from committing or permitting any further waste on the said premises.

[Pecuniary compensation might also be prayed.]

No. 101.

FOR ABATEMENT OF A NUISANCE.

(Title.)

- A. B., the above-named plaintiff, states as follows:-
- 1. That plaintiff is, and at all the times hereinafter mentioned was, the absolute owner of [the house No.

street, Caleutta].

- 4. That the plaintiff is ignorant of the respective rights of the defendants.
- 5. That he has no claim upon the said property, and is ready and willing to deliver it to such persons as the Court shall direct.
- 6. That this suit is not brought by collusiou with either of the defendants.

The plaintiff prays judgment:

- (1) That the defendants be restrained, by injunction, from taking any proceedings against the plaintiff in relation thereto:
- (2) That they be required to interplead together concerning their claims to the said property;

[(3) That some person be authorized to receive the said property pending such litigation];

(4) That upon delivering the same to such [person], the plaintiff be discharged from all liability to either of the defendants in relation thereto.

No. 105.

ADMINISTRATION BY CREDITOR.

- A. B., the above-named plaintiff, states as follows:
- 1. E. F., late of , was at the time of his death, and his estate still is, indebted to the plaintiff in the sum of [here insert nature of debt and security, if any].
- 2. The said E. F. made his Will, dated the day of and thereof appointed C. D. executor [or, devised his estate in trust, &c., or, died intestate, as the case may be].
- 3. The said Will was proved by the said C. D. [or, letters of administration were granted, &c.].

4. The defendant has possessed himself of the moveable [and immoveable, or, the proceeds of the immoveable,] property of the said E. F., and has not paid the plaintiff his said debt.

5. The said E. F. died on or about the day of

 ϑ . The plaintiff prays that an account may be taken of the moveable [and immoveable] property of the said E. F., deceased, and that the same may be administered under the decree of the Court.

No. 106.

ADMINISTRATION BY SPECIFIC LEGATEES.

(Title.)
[Alter Form 105 thus:—]

[Omit paragraph 1 and commence paragraph 2] E. F., late of , duly made his last Will, dated the day of and thereof appointed C. D., executor, and by such Will bequeathed to the plain-

tiff [here state the specific legacy].

For paragraph 4, substitute-

The defendant is in possession of the moveable property of the said E.F., and amongst other things, of the said [here name the subject of the specific bequest].

For the commencement of paragraph 6 substitute-

The plaintiff prays that the defendant may be ordered to deliver to him the said [here name the subject of the specific bequest] or that, &c.

No. 107.

Administration by pecuniary legatees.

(Title.)

[Alter Form 105 thus:-]

[Omit paragraph 1 and substitute for paragraph 2] E. F., late of , duly made his last Will, dated the

day of , and thereof appointed C. D. executor, and by such Will bequeathed to the plaintiff a legacy of rupees

In paragraph 4 substitute "legacy" for " debt."

Another Form.

Between E. F. ... Plaintiff, and

G. H. ... Defendant.

A. B., the above-named plaintiff, states as follows:-

- 1. A. B. of K. in the duly made his last Will, dated the [first day of March, 1873], whereby he appointed the defendant and M. N. [who died in the testator's lifetime] executors thereof, and bequeathed his property, whether moveable or immoveable, to his executors in trust, to pay the rents and income thereof to the plaintiff for his life; and after his decease, and in default of his having a son who should attain twenty-one, or a daughter who should attain that age or marry, upon trust as to his immoveable property for the person who would be the testator's heir-at-law, and as to his moveable property for the persons who would be the testator's next-of-kin if he had died intestate at the time of the death of the plaintiff, and such failure of his issue as aforesaid.
- 2. The testator died on the [first day of July, 1873], and his Will was proved by the defendant on the [fourth of October, 1873]. The plaintiff has not been married.
- 3. The testator was at his death entitled to moveable and immoveable property; the defendant entered into the receipt of the rents of the immoveable property, and got in the moveable property; he has sold some part of the immoveable property.

The plaintiff claims-

- (1) To have the moveable and immoveable property of A. B. administered in this Court, and for that purpose to have all proper directions given and accounts taken.
- (2) Such further or other relief as the nature of the case may require.

Between E. F. ... Plaintiff, and G. H. ... Defendant.

Written Statement of Defendant.

- 1. A. B.'s Will contained a charge of debts; he died insolvent; he was entitled at his death to some immoveable property which the defendant sold, and which produced the nett sum of rupees and the testator had some moveable property which the defendant got in, and which produced the nett sum of rupees.
- 2. The defendant applied the whole of the said sums and the sum of rupees which the defendant received from rents of the immoveable property in the payment of the funeral and testamentary expenses and some of the debts of the testator.
- 3. The defendant made up his accounts and sent a copy thereof to the plaintiff on the [tenth of January, 1875], and offered the plaintiff free access to the vouchers to verify such accounts, but he declined to avail himself of the defendant's offer.
- 4. The defendant submits that the plaintiff ought to pay the costs of this suit.

No. 108.

EXECUTION OF TRUSTS.

IN THE COURT OF

AT

Civil Regular No.

A. B. of

Plaint iff,

against C. D. of

the beneficiary [or, one Defendant.

of the tenesciaries].

A. B., the above-named plaintiff, states as follows: 1. That he is one of the trustees under an instrument of settlement bearing date on or about the made upon the marriage of the said E. F. and G. H., the father and mother of the defendant [or, an instrument of assignment of the estate and effects of E, F. for the benefit of C. D., the defendant, and other the creditors of E. F.

The said A. B. has taken upon himself the burden of the said trust, and is in possession of [or, of the proceeds of] the moveable and immoveable property conveyed [or assigned] by the before-mentioned deed.

The said C. D. claims to be entitled to a beneficial interest under the before mentioned deed.

4. The plaintiff is desirous to account for all the rents and profits of the said immoveable property [and the proceeds of the sale of the said, or of part of the said, immoveable property, or moveable, or the proceeds of the sale of, or of part of, the said moveable property, or the profits accruing to the plaintiff as such trustee in the execution of the said trust]; and he prays that the Court will take the accounts of the said trust, and also that the whole of the said trust estate may be administered in the Court for the benefit of the said C. D., the defendant, and all other persons who may be interested in such administration, in the presence of the said C. D. and such other persons so interested as the Court may direct, or that the said C. D. may show good cause to the contrary.

N. B.—Where the suit is by a beneficiary, the plaint may be modelled, mutatis mutandis, on the plaint by a legatee.

No. 109.

Foreclosure or sale.

- A. B., the above-named plaintiff, states as follows: -
- 1. By an instrument of mortgage bearing date on or about the day of 18 a house with the garden and appurtenances, situated within the jurisdiction of this Court, were conveyed [or assigned] by the defendant to him, the plaintiff, his heirs [or executors, administrators] and assigns, for securing the principal sum of Rs. together with interest thereon after the rate of Rs. per centum per annum, subject to redemption upon payment by the said defendant of the said principal and interest at a day long since past.
- 2. There is now due from the defendant to the plaintiff the sum of Rs. for principal and interest on the said mortgage.
- The plaintiff prays (a) that the Court will order the defendant to pay him the said sum of Rs. , with such further interest as may accrue between the filing of the plaint and the day of payment, and also the costs of this suit, on some day to be named by the Court, and in default that the equity of redemption of the said mortgaged premises may be foreclosed and the plaintiff placed in possession of the same premises; or (b) that the said premises may be sold, and the proceeds applied in and towards the payment of the amount of the said principal, interest, and costs; and (c) that if such proceeds shall not be sufficient for the payment in full of such amount, the defendant do pay to the plaintiff the amount of the deficiency with interest thereon at the rate of six per cent. per annum until realization; and (d) that for that purpose all proper directions may be given and accounts taken by the Court.

No. 110.

REDEMPTION.

(Title.)

[Alter Form 109 thus:-]

Transpose parties and also the facts in paragraph 1.

For paragraph 2, substitute-There is now due from the plaintiff to the defen dant, for principal and interest on the said mortgage, the sum which the plaintiff is ready and willing to pay to the defendant, of which the defendant, before filing this plaint, had notice.

For paragraph 3, substitute-

The plaintiff prays that he may redeem the said premises and that the defendant may be ordered to re-convey [or re-assign] the same to him upon payment of the said and interest, with such costs (if any), as the Court may order upon a day to be named by the Court, sum of Rs. and that the Court will give all proper directions for the preparation and execution of such re-conveyance [or assignment], and doing such other acts as may be necessary to put him into possession of the said premises, freed from the said mortgage.

No. 111.

SPECIFIC PERFORMANCE (No. 1).

- A. B., the above-named plaintiff, states as follows:day of
- By an agreement dated the and signed by the above-named defendant, C. D., he the said C. D. contracted to buy of [or sell to] him certain immoveable property, therein described and referred to, for the sum of Rs.
 - 2. He has applied to the said C. D. specifically to perform the said agreement on his part, but he has not done so.

- 3. The said A. B. has been and still is ready and willing specifically to perform the agreement on his part, of which the said C. D. has had notice.
- 4. The plaintiff prays that the Court will order the said A. B. specifically to perform the said agreement, and to do all acts necessary to put the said A. B. in full possession of the said property [or to accept a conveyance and possession of the said property] and to pay the costs of the suit.
- [N.B.—In suit for delivery up, to be cancelled, of any agreement, omit paragraphs 2 and 3, and substitute a paragraph stating generally the grounds for requiring the agreement to be delivered up to be cancelled, such as that the plaintiff signed it by mistake, under distress, or by the fraud of the defendant, and alter the prayer according to the relief sought.]

No. 112.

SPECIFIC PERFORMANCE (No. 2).

- A. B., the above-named plaintiff, states as follows:-
- 1. That on the day of 18, the defendant was absolutely entitled to certain immovable property described in the agreement hereto annexed.
- 2. That on the same day, the plaintiff and defendant entered into an agreement, under their hands, a copy of which is hereto annexed.
- 3. That on the day of 18 the plaintiff tendered rupees to the defendant, and demanded a conveyance of the said property.
- 4. That on the day of 18, the plaintiff again demanded such conveyance. [Or, that the defendant refused to convey the same to the plaintiff.]
 - 5. That the defendant has not executed such conveyance.

The plaintiff's claim is rs. for a general average contribution.

The plaintiff's claim is rs. for freight and demurrage.

The plaintiff's claim is rs. for money deposited with the defendant as a banker.

The plaintiff's claim is rs. for fees for work done [and rs. money expended] as a pleader.

The plaintiff's claim is rs. for commission earned as [state character, as auctioneer, cotton-broker, &c.]

The plaintiff's claim is rs. for medical attendances.

The plaintiff's claim is rs. for a return of premiums paid upon policies of insurance.

The plaintiff's claim is rs. for the warehousing of goods.

The plaintiff's claim is rs. for the carriage of goods by railway.

The plaintiff's claim is rs. for the use and occupation of a house.

The plaintiff's claim is rs. for the hire of [furniture].

The plaintiff's claim is rs. for work done as a [surveyor].

The plaintiff's claim is rs. for board and lodging.

The plaintiff's claim is rs. for the [Board, lodging, and] tuition of X. Y.

The plaintiff's claim is rs. for money received by the defendant as pleader [or factor, or collector, or &c.] of the plaintiff.

The plaintiff's claim is rs. for fees received by the defendant under colour of the office of

The plaintiff's claim is rs. for a return of money overcharged for the carriage of goods by railway.

The plaintiff's claim is rs. for a return of fees overcharged by the defendant as

The plaintiff's claim is rs. for a return of money deposited with the defendant as stake-holder.

The plaintiff's claim is rs. for money entrusted to the defendant as stake-holder, and become payable to plaintiff.

The plaintiff's claim is rs. for a return of money entrusted to the defendant as agent of the plaintiff.

The plaintiff's claim is rs. for a return of money obtained from the plaintiff by fraud.

The plaintiff's claim is rs. for a return of money paid to the defendant by mistake.

The plaintiff's claim is rs. for a return of money paid to the defendant for [work to be done, or work left undone; or, a bill to be taken up, or, a bill not taken up, or, &c.]

The plaintiff's claim is rs. for a return of money paid as a deposit upon shares to be allotted.

The plaintiff's claim is rs. for money paid for the defendant as his surety.

The plaintiff's claim is rs. for money paid for rent due by the defendant.

The plaintiff's claim is rs. upon a bill of exchange accepted [or indorsed] for the defendant's accommodation.

The plaintiff's claim is rs. for a contribution in respect of money paid by the plaintiff as surety.

The plaintiff's claim is rs. for a contribution in respect of a joint debt of the plaintiff and the defendant, paid by the plaintiff.

The plaintiff's claim is rs. for money paid for calls upon shares, against which the defendant was bound to indemnify the plaintiff.

The plaintiff's claim is under an award.

rs. for money payable

The plaintiff's claim is rs. upon a policy of insurance upon the life of X. Y., deceased.

The plaintiff's claim is rs. upon a bond to secure payment of rs. and interest.

The plaintiff's claim is rs. upon a judgment of the Court in [the Empire of Russia].

The plaintiff's claim is rs. upon a cheque drawn by the defendant.

The plaintiff's claim is rs. upon a bill of exchange accepted [or drawn, or indorsed] by the defendant.

The plaintiff's claim is rs. upon a promissory note made [or indorsed] by the defendant.

The plaintiff's claim is rs. against the defendant, A. B., as acceptor, and against the defendant, C. D., as drawer [or indorser] of a bill of exchange.

The plaintiff's claim is rs. against the defendant as surety for the price of goods sold.

The plaintiff's claim is rs. against the defendant, A. B., as principal, and against the defendant, C. D., as surety, for the price of goods sold [or for arrears of rent, or for money lent, or for money received by the defendant, A. B., as trayeller for the plaintiff, or &c.].

The plaintiff's claim is shares.

rs. for calls upon

Indorsement for costs, &c.

[Add to the above Forms] and rs. for costs; and if the amount claimed be paid to the plaintiff or his pleader within days [or, if the summons is to be served out of the jurisdiction, insert the time for appearance limited by the order] from the service hereof, further proceedings will be stayed.

Damages and other claims.

The plaintiff's claim is for damages for breach of a contract to employ the plaintiff as traveller.

The plaintiff's claim is for damages for wrongful dismissal from the defendant's employment as traveller [and rs. for arrears of wages].

The plaintiff's claim is for damages for the defendant's wrongfully quitting the plaintiff's employment as manager.

The plaintiff's claim is for damages for breach of duty as factor [or, &c.,] of the plaintiff [and rs. for money received as factor, or, &c.]

The plaintiff's claim is for damages for breach of the terms of a deed of apprenticeship of X. Y. to the defendant [or plaintiff].

The plaintiff's claim is for damages for non-compliance with the award of X. Y.

The plaintiff's claim is for damages for assault [and false imprisonment, and for malicious prosecution].

The plaintiff's claim is for damages for assault and false imprisonment of the plaintiff, C. D.

The plaintiff's claim is for damages for assault by the defendant C. D.

The plaintiff's claim is for damages for injury by the defendant's negligence as pleader of the plaintiff.

The plaintiff's claim is for damages for negligence in the custody of goods [and for wrongfully detaining the same].

The plaintiff's claim is for damages for negligence in the keeping of goods pawned [and for wrongfully detaining the same].

The plaintiff's claim is for damages for negligence in the custody of furniture [or, a carriage] lent on hire [and for wrongfully, &c.]

The plaintiff's claim is for damages for wrongfully neglecting [or refusing] to pay the plaintiff's cheque.

The plaintiff's claim is for damages for breach of a contract to accept the plaintiff's drafts.

The plaintiff's claim is upon a bond conditioned not to carry on the trade of a

The plaintiff's claim is for damages for refusing to carry the plaintiff's goods by railway.

The plaintiff's claim is for damages for refusing to carry the plaintiff by railway.

The plaintiff's claim is for damages for breach of duty in and about the carriage and delivery of coals by railway.

The plaintiff's claim is for damages for breach of duty in and about the carriage and delivery of machinery by sea.

The plaintiff's claim is for damages for breach of charterparty of ship [Mary].

The plaintiff's claim is for return of household furniture [or, &c.,] or their value, and for damages for detaining the same.

The plaintiff's claim is for wrongfully depriving plaintiff of goods, household furniture, &c.

The plaintiff's claim is for damages for libel.

The plaintiff's claim is for damages for slander.

The plaintiff's claim is for damages for improperly distraining.

[This Form shall be sufficient whether the distress complained of be wrongful, or excessive, or irregular.]

The plaintiff's claim is to recover possession of a house,

No. in Street, or of a farm called Blackacre,
situate in the of in the of

The plaintiff's claim is to establish his title to [here describe property] and to recover the rents thereof.

[The two previous Forms may be combined.]

The plaintiff's claim is for damages for infringement of the plaintiff's right of fishing.

The plaintiff's claim is for damages for fraudulent misrepresentation on the sale of a horse [or a business, or shares, or, &c.]

The plaintiff's claim is for damages for fraudulent misrepresentation of the credit of A. B.

The plaintiff's claim is for damages for breach of a contract of guarantee for A. B.

The plaintiff's claim is for damages for breach of a contract to indemnify the plaintiff as the defendant's agent to distrain,

The plaintiff's claim is for a loss under a policy upon the ship [Royal Charter], and freight of eargo [or for return of premiums].

[This Form shall be sufficient whether the loss claimed be total or partial.]

The plaintiff's claim is for a loss under a policy of fire insurance upon house and furniture.

The plaintiff's claim is for damages for breach of a contract to insure a house.

The plaintiff's claim is for damages for breach of a contract to keep a house in repair.

The plaintiff's claim is for damages for breaches of covenants contained in a lease of a farm.

The plaintiff's claim is for damages for injury to the plaintiff from the defendant's negligence as a medical man.

The plaintiff's claim is for damages for injury by the defendant's dog.

The plaintiff's claim is for damages for injury to the plaintiff by the negligent driving of the defendant or his servants.

The plaintiff's claim is for damages for injury to the plaintiff while a passenger on the defendant's railway by the negligence of the defendant's servants.

The plaintiff's claim is for damages for injury to the plaintiff at the defendant's railway-station from the defective condition of the station.

The plaintiff's claim is as executor of A. B., deceased, for damages for the death of the said A. B., from injuries received while a passenger on the defendant's railway, by the negligence of the defendant's servants.

The plaintiff's claim is for damages for breach of promise of marriage.

The plaintiff's claim is for damages for breach of contract to accept and pay for goods.

The plaintiff's claim is for damages for non-delivery [or short delivery, or defective quality, or other breach of contract of sale] of cotton [or, &c.]

The plaintiff's claim is for damages for breach of warranty of a horse.

The plaintiff's claim is for damages for breach of a contract to sell [or purchase] land.

The plaintiff's claim is for damages for breach of a contract to let [or take] a house.

The plaintiff's claim is for damages for breach of a contract to sell [or purchase] the lease, with good-will, fixtures, and stock-in-trade of a public house.

The plaintiff's claim is for damages for breach of covenant for title [or for quiet enjoyment, or, &c.] in a conveyance of land.

The plaintiff's claim is for damages for wrongfully entering the plaintiff's land, and drawing water from his well [or cutting his grass, or felling his timber, or pulling down his fences, or removing his gate, or using his road or path, or crossing his field, or depositing sand there, or carrying away gravel from thence, or carrying away stones from his river].

The plaintiff's claim is for damages for wrongfully taking away the support of plaintiff's land [or house, or mine].

The plaintiff's claim is for damages for wrongfully obstructing a way [public highway, or private way].

The plaintiff's claim is for damages for wrongfully diverting [or obstructing, or polluting, or diverting water from] a water-course.

The plaintiff's claim is for damages for wrongfully discharging water upon the plaintiff's land [or into the plaintiff's mine].

The plaintiff's claim is for damages for wrongfully obstructing the plaintiff's use of a well.

The plaintiff's claim is for damages for the infringement of the plaintiff's right of pasture.

[This Form shall be sufficient whatever the nature of the right to pasture be.]

The plaintiff's claim is for damages for obstructing the access of light to plaintiff's house.

The plaintiff's claim is for damages for the infringement of the plaintiff's patent.

The plaintiff's claim is for damages for the infringement of the plaintiff's copyright.

The plaintiff's claim is for damages for wrongfully using [or imitating] the plaintiff's trademark.

The plaintiff's claim is for damages for breach of a contract to build a ship [or to repair a house, &c.]

The plaintiff's claim is for damages for breach of a contract to employ the plaintiff to build a ship, &c.

The plaintiff's claim is for damages to his house, trees, crops, &c., caused by noxious vapours from the defendant's factory [or, &c.].

The plaintiff's claim is for damages from nuisance by noise from the defendant's works [or stables, or, &c.].

[Add to indorsement] :- and for an injunction.

[Add to indorsement where claim is to land, or to establish title, or both]:—

and for mesne profits.

and for an account of rents or arrears of rent.

and for breach of covenant for [repairs].

1.—Creditor to administer estate.

The plaintiff's claim is as a creditor of X. Y., of deceased, to have the moveable and immoveable property of

the said X. Y., administered. The defendant, C. D., is sued as the administrator of the said X. Y., [and the defendants, E. F. and G. H., as his co-heirs-at-law.]

2.—Legatee to administer Estate.

The plaintiff's claim is as a legatee under the Will, dated the day of 18, of X. Y., deceased, to have the moveable and immoveable property of the said X. Y., administered. The defendant, C. D., is sued as the executor of the said X. Y., [and the defendants, E. F. and G. H., as his devisees].

3.—Partnership.

The plaintiff's claim is to have an account taken of the partnership dealings between the plaintiff and defendant [under articles of partnership, dated the day of], and to have the affairs of the partnership wound up.

4. -By mortgagee.

The plaintiff's claim is to have an account taken of what is due to him for principal, interest, andcosts on a mortgage, dated the day of made between [parties] [or, by deposit of title-deeds], and that the mortgage may be enforced by foreclosure or sale.

5.—By mortgagor.

The plaintiff's claim is to have an account taken of what, if anything, is due on a mortgage dated and made between [parties], and to redeem the property comprised therein.

6.—Raising portions.

The plaintiff's claim is that the sum of rs. which by an indenture of settlement, dated , was provided for the portions of the younger children of may be raised.

7. - Execution of trusts.

The plaintiff's claim is to have the trusts of an indenture dated and made between [parties] carried into execution.

8. - Cancellation or rectification.

The plaintiff's claim is to have a deed, dated and made between [parties] set aside or rectified.

9.—Specific performance.

The plaintiff's claim is for a specific performance of an agreement, dated the day of for the sale by the plaintiff to the defendant of certain [freehold] hereditaments at

No. 115.

Which plaint

to SIV to

PROBATE.

1. By an executor or legatee propounding a will in solemn form.

The plaintiff claims to be executor of the last will dated the day of of C. W. late of deceased, who died on the

day of and to have the said will established. This summons is issued against you as one of the next-of-kin of the said deceased [or, as the case may be].

2. By an executor or legatee of a former will or a next-ofkin, &c., of the deceased seeking to obtain the revocation of a probate granted in common form.

The plaintiff claims to be executor of the last will dated the day of of C.D., late of deceased, who died on the

day of and to have the probate of a pretended will of the said deceased, dated the day of revoked. This summons is issued against you as the executor of the said pretended will or, as the case may be.

3. By an executor or legatee of a will when letters of administration have been granted as in an intestacy.

The plaintiff claims to be executor of the last will of C.D. late of deceased, who died on the day of day of

The plaintiff claims that the grant of letters of administration of the estate of the said deceased obtained by you should be revoked, and probate of the said will granted to him.

4. By a person claiming a grant of administration as a next-of-kin of the deceased, but whose interest as next-of-kin is disputed.

The plaintiff claims to be the brother and sole next-of-kin of *C.D.*, of deceased, who died on the day of intestate, and to have as such a grant of administration to the personal estate of the said intestate. This writ is issued against you because you have entered a caveat, and have alleged that you are the sole next-of-kin of the deceased [or, as the case maybe].

Indorsements of character of parties.

The plaintiff's claim is as executor [or administrator] of C.D., deceased, for &c.

The plaintiff's claim is against the defendant A.B., as executor [or, &c.] of C.D., deceased, for &c.

The plaintiff's claim is against the defendant, A.B., as executor of X.Y., deceased, and against the defendant, C.D., in his personal capacity, for \mathcal{C}_{C} .

The claim of the plaintiff, C.D., is as executrix of X.Y., deceased, and the claim of the plaintiff, A.B., as her husband, for

The plaintiff's claim is as [or, the plaintiff's claim is against the defendant as] trustee under the will of A.B., [or

under the settlement upon the marriage of A.B., and X.Y., his wife].

The plaintiff's claim is as public officer of the Bank, for

The plaintiff's claim is against the defendant as public officer of the Bank, for

The plaintiff's claim is against the defendant, A.B., as principal, and against the defendant, C.D., as public officer, of the Bank, as surety, for

The plaintiff's claim is against the defendant as heir-atlaw of A.B., deceased.

The plaintiff's claim is against the defendant, C.D., as heir-at-law, and against the defendant, E.F., as devisee, of lands under the will of A.B.

F.—MISCELLIANEOUS.
 No. 116.
 Section 58 of the Code of Civil Procedure.

Courr of the

holden at

RETURN OF EXECUTION.	Minute of other return than payment of ar- rest, and date of every return.	
RE	Arrested.	
1	Otai bisq tanoaA.	
	Amount of cost.	
LION.	For what, and amount if money.	-93 22 3 10 11
EXECUTION.	.modw taning h	
	I)ate of order.	
	appeal. Date of application.	
APPEAL.	nitnemgbut.	
	Date of appeal.	
NT.	For what, or gmount,	
Judgment.	For whom.	
	l)ate.	the state of the
APPEARANCE.	Defendant,	
PEAR	.HitnisIY	
AP	Day for parties.	
CLAIM.	When the cause of action accrned.	
CLA	Amount or value.	
	Place of abode. 12 Particulars.	THE PROPERTY OF THE PARTY OF TH
DEFENDANT.	Description.	
	Name.	
CFF.	Place of abode.	
PLAINTIFF.	Description.	
-F	Name.	
	Lo. of suit.	

No. 117.

SUMMONS FOR DISPOSAL OF SUIT.

Sections 64 and 68 of the Code of Civil Procedure.

(Title.)

To

dwelling at

WHEREAS

has instituted a suit against you for you are hereby summoned to appear in this Court in person or by a duly authorized Pleader of the Court, duly instructed and able to answer all material questions relating to the suit, or who shall be accompanied by some other person able to answer all such questions, on the

day of 18, at o'clock in the forenoon, to answer the above-named plaintiff; and as the day fixed for your appearance is appointed for the final disposal of the suit, you must be prepared to produce all your witnesses on that day; and you are hereby required to take notice that, in default of your appearance on the day before mentioned, the suit will be heard and determined in your absence; and you will bring with you, or send by your pleader , which the plaintiff desires to inspect, and any documents on which you intend to rely in support of your defence.

GIVEN under my hand and the seal of the Court this day of 18.



Judge.

Notice.—(1.) Should you apprehend your witnesses will not attend of their own accord, you can have subprehens from this Court to compel the attendance

of any witness and the production of any document that you have a right to call upon the witness to produce, on applying to the Court at any time before the trial, on your depositing their necessary subsistence money.

(2.) If you admit the demand, you should pay the money into Court with the costs of the suit, to avoid the summary execution of the decree, which may be against your person or property, or both, if necessary.

Note.—If written statements are required say,—You are (or such a party is, as the case may be) required to put in a written statement by the day of

No. 118.

SUMMONS FOR SETTLEMENT OF ISSUES.

Sections 64 and 68 of the Code of Civil Procedure.

(Title.)

To

dwelling at

WHEREAS

has instituted a suit against you for you are hereby summoned to appear in this Court in person or by a duly authorized Pleader of the Court, duly instructed and able to answer all material questions relating to the suit, or who shall be accompanied by some other person able to answer all such questions, on the day of 18 , at o'clock in the forenoon, to answer the above-named plaintiff; and you are hereby required to take notice that, in default of your appearance on the day before mentioned, the issues will be settled in your absence; and you will bring with you or send by your Pleader , which the plaintiff desires to inspect, and any document on which you intend to rely in support of your defence.

GIVEN under my hand and the seal of the Court this day of 18 .

L. S.

Judge.

Notice. -(1.) Should you apprehend your witnesses will not attend of their own accord, you can have subpœnas from this Court to compel the attendance of any witness and the production of any document that you have a right to call on the witness to produce on applying to the Court at any time before the trial, on your depositing their necessary subsistence money.

(2.) If you admit the demand, you should pay the money into Court with the cost of the suit, to avoid the summary execution of the decree, which may be against your person or property, or both, if necessary.

Note.—If written statements are required say,—You are (or such a party is, as the case may be) required to put in a written statement by the day of

No. 119.

SUMMONS TO APPEAR.

Section 68 of the Code of Civil Procedure.

No. of Suit.

IN THE COURT OF

AT

Plaintiff; Defendant.

To (Name, description, and address.)

WHEREAS [here enter the name, description, and address of the plaintiff] has instituted a suit in this Court against you [here state the particulars of the claim as in the register]: you

are hereby summoned to appear in this Court in person on the day of at in the forenoon [If not specially required to appear in person, state-" in person or by a pleader of the Court duly instructed and able to answer all material questions relating to the suit, or who shall be accompanied by some other person able to answer all such questions" to answer the above-named plaintiff. [If the summons be for the final disposal of the suit, this further direction shall be added here: "and as the day fixed for your appearance is appointed for the final disposal of the suit, you must be prepared to produce all your witnesses on that day"]: and you are hereby required to take notice that, in default of your appearance on the day before mentioned, the suit will be heard and determined in your absence; and you will bring with you (or send by your agent) [here mention any document the production of which may be required by the plaintiff] which the plaintiff desires to inspect, and any document on which you intend to rely in support of your defence.

No: 120.

ORDER FOR TRANSMISSION OF SUMMONS FOR SERVICE IN THE JURISDICTION OF ANOTHER COURT.

Section 85 of the Code of Civil Procedure.

IN THE COURT OF AT

of 18

Civil Suit No.

A. B. of
against

C. D. of

The day of 18

Whereas it is stated in the plaint that
the defendant in the above suit
is at present residing in , but that the rightto sue accrued within the jurisdiction of this Court: it is
ordered that a summons returnable on the
day of 18 be forwarded for service on

the said defendant, to the Court of cate of this proceeding.

with a dupli-



No. 121.

To ACCOMPANY RETURN OF SUMMONS OF ANOTHER COURT.

Section 85 of the Code of Civil Procedure.

IN THE COURT OF AT
Civil Suit No. of 18
The day of

A. B. of against C. D. of

Read proceeding from the

forwarding

for service on

in Civil No. of that Court.

Read bailiff's endorsement on the back of the process stating that the and proof of the above having been duly taken by me on the [oath or] affirmation of and

it is ordered that tho

be returned to the with a copy of this proceeding.



Judge.

Norr.—This form will be applicable to process other than summons, the service of which may have to be effected in the same manner.

No. 122.

DEFENDANT'S STATEMENT.

Section 110 of the Code of Civil Procedure.

(Title.)

I, the undersigned defendant [or one of the defendants], disclaim all interest under the will of the said E. F., in the plaint named [or, as heir-at-law of, or, as next-of-kin, or one of the next-of-kin of E. F., deceased, in the said plaint named].

Or, I, the undersigned defendant, state, that I admit [or deny] [here repeat in the language of the plaint the statements admitted or denied].

Or, I, the undersigned defendant, submit that, upon the facts stated in the plaint, it does not appear that there is any agreement which can be legally enforced [or, that it appears upon the said plaint that I am jointly liable with one E. F., who is not a party to the suit, and not severally liable as by the plaint appears, or, that it appears by the said plaint that G. H. should have been a joint plaintiff with the said A. B. in the said suit, or, as the case may be.

Or, that the plaintiff has conveyed [or assigned] his interest in the said mortgage [or equity of redemption] to one I. J. [or, that I have conveyed or assigned to H. L., by way of further charge for securing the sum of Rs. the equity of redemption in the property sought by the suit to be foreclosed].

Or, that since the dissolution of the partnership the plaintiff has executed an instrument, whereby the plaintiff covenants to discharge all debts and liabilities of the partnership, and generally to release me from all claims and liabilities either by or to himself and others in respect of the said partnership trading [or, as the case may be].

Signed C. D., Defendant.

No. 123.

INTERROGATORIES.

Section 121 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

A. B.

against

C. D., E. F., and G. H.

Interrogatories on behalf of the above-named A. B. [or C. D.] for the examination of the above-named [E. F. and G. H., or A. B.]

- 1. Did not, &c.
- 2. Has not, &c.

The defendant E. F. is required to answer the interrogatories numbered

The defendant G. H. is required to answer the interrogatories numbered

No. 124.

FORM OF NOTICE TO PRODUCE DOCUMENTS:

Section 131 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

A.B.

against

C. D.

Take notice that the plaintiff [or defendant] requires you to produce for his inspection the following documents referred to in your plaint [or, written statement, or affidavit], dated the day of 18

Describe documents required.

X. Y., Pleader for the plaintiff [or he def ndant].

To Z.,

Pleader for the defendant [or plaintiff].

No. 125.

SUMMONS TO ATTEND AND GIVE EVIDENCE.

Sections 159 and 163 of the Code of Civil Procedure.

(Title.)

To

Whereas your attendance is required to
on behalf of the in the
above cause, you are hereby required [personally to appear
before this Court] on the day of 18
at the hour of A.M. [and] to bring with you or to send
to this Court

A sum of Rs. , being your travelling and other expenses and subsistence allowance for one day is herewith sent. If you do not comply with this order you will be subject to the consequence of non-attendance laid down in the Code of Civil Procedure, section 170.

Notice—(1.) If you are summoned only to produce a document and not to give evidence, you shall be deemed to have complied with the summons if you cause such document to be produced in this Court on the day and hour aforesaid.

(2.) If you are to be detained beyond the day aforesaid, a sum of Rs. will be tendered to you for each day's attendance beyond the day specified.

GIVEN under my hand and the seal of the Court, this day of 18



No. 126.

SUMMONS TO ATTEND AND GIVE EVIDENCE.

Sections and 159 and 163 of the Code of Civil Procedure.

Another Form.

No. of Suit.

IN THE COURT OF

AT

Plaintiff. Defendant.

(Name, description, and address.)

To

You are hereby summoned to appear in this Court in day of person on the in the forenoon, to give evidence on behalf of the plaintiff [or the defendant] in the above-mentioned suit. and to produce [here describe with convenient certainty any document the production of which may be required. If the summons be only to give evidence, or if it be only to produce a document, it must be expressed accordingly and you are not to depart thence until you have been exmined [or have produced the document] and the Court has risen, or unless.

FORMS OF DECREES.

No. 127.

SIMPLE MONEY-DECREE.

(Title.)

Claim for

you have obtained the leave of the Court.

for final disposal THIS cause coming on in the presence of before on the part of the plaintiff, and , on the part of the defendant, it is ordered that the the do pay to , with interest thereon at the sum of Rs. from per cent. per rate of to the date of realization of the said.

sum, and do also pay to the

the costs of this suit as taxed by the officer of the Court, with interest thereon at the rate aforesaid from the date of taxation to the date of realization.

Costs of suit.

Plaintiff.		Carry of	DEFENDANT		
1. Stamp for plain 2. Do. for pow 3. Do. exhi 4. Pleader's fees o 5. Translation fee 6. Subsistence for for attendanc Commissioner's 8. Service of proces 9. &c.	er ibits n Rs witness	Pleade Subsis Servic Trans	natition	es	a. I
Total			Total		

GIVEN under my hand and the seal of the Court this day of 18



Judge.

No. 128.

DECREE FOR SALE IN A SUIT BY A MORTGAGEE OR PERSON ENTITLED TO A LIEN.

(Title.)

It is ordered that it be referred to the Registrar [or Taxing Officer] to take an account of what is due to the plaintiff for principal and interest on the mortgage [or lien] mentioned in the plaint, and to tax the plaintiff's cost of this suit, and that the Registrar do certify to the Court on the

what he shall find to be due for principal and interest as aforesaid, and for costs; and upon the defendant paying into Court what shall be certified to be due to the plaintiff for principal and interest as aforesaid, together with the said costs, within six months after the Registrar [or Taxing Officer | shall have presented his certificate, it is ordered that the plaintiff do re-convey the said mortgaged premises free and clear from all incumbrances done by him, or any claiming by, from, or under him, and do deliver up to the Registrar [or Taxing Officer] all deeds and writings in his custody or power relating thereto, and that upon such reconveyance being made, and deeds and writings being delivered up, the Registrar [or Taxing Officer] shall pay out to the plaintiff the said sum so paid in as aforesaid for principal, interest, and costs; but in default of the defendant paying into Court such principal, interest, and costs as aforesaid by the time aforesaid, then it is ordered that the said mortgaged premises for the premises subject to the said lien] be sold with the approbation of the Registrar for Taxing Officer]. And it is ordered that the money to arise by such sale be paid into Court, to the end that the same may be duly applied in payment of what shall be found due to the plaintiff for principal, interest, and costs as aforesaid, and that the balance (if any) shall be paid to the defendant.

No. 129.

FINAL DECREE FOR FORECLOSURE.

(Title.)

Whereas it appears to the Court that the defendant has not paid into Court the sum which was on the day of last certified by the Registrar to be due to the plaintiff for principal and interest upon the mortgage in the plaint mentioned, and for costs, pursuant to the order made in this suit on the day of last, and that the period of six month shis

elapsed since the said day of

It is ordered that the defendant do stand absolutely debarred and foreclosed of and from all equity of redemption of, in; and to, the said mortgaged premises.

No. 130.

PRELIMINARY ORDER-ADMINISTRATION SUIT.

Section 213 of the Code of Civil Procedure.

(Title.)

It is ordered that the following accounts and inquiries be taken and made, that is to say:—

In creditor's suit-

1. That an account be taken of what is due to the plaintiff and all other the creditors of the deceased.

In suits by legatees -

2. An account be taken of the legacies given by the testator's will.

In suits by next-of-kin-

An inquiry be made and account taken of what, or of what share, if any, the plaintiff is entitled to as next-of-kin [or one of the next-of-kin] of the intestate.

[After the first paragraph the order will, where necessary, order, in a creditor's suit, inquiry and accounts for legatees, heirs-at-law, and next-of-kin. In suits by claimants other than creditors, after the first paragraph, in all cases, an order to inquire and take an account of creditors will follow the first paragraph and such of the others as may be necessary will follow, omitting the first formal words. The form is continued as in a creditor's suit.]

- 3. An account of the funeral and testamentary expenses.
- 4. An account of the moveable property of the deceased come to the hands of the defendant, or to the hands of any other person by his order or for his use.

- 5. An inquiry what part (if any) of the moveable property of the deceased is outstanding and undisposed of.
- 6. And it is further ordered that the defendant do, on or before the day of next pay into Court all sums of money which shall be found to have come to his hands, or to the hands of any person by his order or to his use.
- 7. And that if the Registrar shall find it necessary for carrying out the objects of the suit to sell any part of the moveable property of the deceased, that the same be sold accordingly, and the proceeds paid into Court.
- 8. And that Mr. E. F. be Receiver in the suit [or proceeding], and receive and get in all outstanding debts, and outstanding moveable property of the deceased, and pay the same into the hands of the Registrar [and shall give security by bond for the due performance of his duties to the amount of rupees,]
- 9. And it is further ordered that if the moveable property of the deceased be found insufficient for carrying out the objects of the suit, then the following further inquiries be made, and accounts taken, that is to say—
 - (a) an inquiry what immoveable property the deceased was seized of or entitled to at the time of his death;
 - (b) an inquiry what are the incumbrances (if any) affecting the immoveable property of the deceased, or any part thereof;
 - (c) an account, so far as possible, of what is due to the several incumbrancers, and to include a statement of the priorities of such of the incumbrancers as shall consent to the sale hereinafter directed.

- 10. And that the immoveable property of the deceased, or so much thereof as shall be necessary to make up the fund in Court sufficient to carry out the object of the suit, be sold with the approbation of the Judge, free from incumbrances (if any) of such incumbrancers as shall consent to the sale, and subject to the incumbrances of such of them as shall not consent.
- 11. And it is ordered, that G. H. shall have the conduct of the sale of the immoveable property, and shall prepare the conditions and contracts of sale subject to the approval of the Registrar, and that in case any doubt or difficulty shall arise the papers shall be submitted to the Judge to settle.
- 12. And it is further ordered, that, for the purpose of the inquiries hereinbefore directed, the Registrar shall advertise in the newspapers according to the practice of the Court, or shall make such inquiries in any other way which shall appear to the Registrar to give the most useful publicity to such inquiries.
- 13. And it is ordered, that the above inquiries and accounts be made and taken, and that all other acts ordered to be done be completed, before the day of and that the Registrar do certify the result of the inquiries, and the accounts, and that all other acts ordered are completed, and have his certificate in that behalf ready for the inspection of the parties on the day of
- 14. And, lastly, it is ordered that this suit [or matter] stand adjourned for making final decree to the day of [Such part only of this order is to be used as is applicable to the particular case.]

No. 131.

- FINAL DECREE IN AN ADMINISTRATION SUIT BY A LEGATEE. Section 213 of the Code of Civil Procedure.
- 1. It is ordered that the defendant do on or before the day of pay into Court the sum of Rs.

the balance by the said certificate found to be due from the said defendant on account of the estate of , the testator, and also the sum of Rs. for interest, at the rate of Rs. per centum per annum, from the day of to the day of amounting together to the sum of Rs.

- 2. Let the Registrar [or Taxing Officer] of the said Court tax the costs of the plaintiff and defendant in this suit, and let the amount of the said costs, when so taxed, be paid out of the said sum of Rs. ordered to be paid into Court as aforesaid, as follows:—
 - (a.)—The costs of the plaintiff to Mr. , his attorney [or pleader], and the costs of the defendant to Mr. , his attorney [or pleader].
 - (b.)—And (if any debts are due), with the residue of the said sum of Rs. after payment of the plaintiff's and defendant's costs as aforesaid, let the sums found to be owing to the several creditors mentioned in the schedule to the Registrar's certificate, together with subsequent interest on such of the debts as bear interest, be paid; and after making such payments, let the amount coming to the several legatees mentioned in the schedule, together with subsequent interest (to be verified as aforesaid), be paid to them.
- 3. And if there should then be any residue, let the same be paid to the residuary legatee.

Decree in an administration suit by a legatee, where an executor is held personally liable for the payment of legacies.

Section 213 of the Code of Civil Procedure.

1. Declare that the defendant is personally liable to pay the legacy of Rs. . bequeathed to the plaintiff;

- 2. And it is ordered, that an account be taken of what is due for principal and interest on the said legacy;
- 3. And it is also ordered, that the defendant do within weeks after the date of the Registrar's certificate, pay to the plaintiff the amount of what the Registrar shall certify to be due for principal and interest;
- 4. And it is ordered, that the defendant do pay the plaintiff his costs of suit, the same to be taxed in case the parties differ.

FINAL DECREE IN AN ADMINISTRATION SUIT BY NEXT-OF-KIN.

Section 213 of the Code of Civil Procedure.

- 1. Let the Registrar of the said Court tax the costs of the plaintiff and defendant in this suit, and let the amount of the said plaintiff's costs, when so taxed, be paid by the defendant to the plaintiff out of the sum of Rs. , the balance by the said certificate found to be due from the said defendant on account of the personal estate of E. F., the intestate, within one week after the txation of the said costs by the said Registrar, and let the defendant retain for her own use out of such sum her costs when taxed.
- 2. And it is ordered, that the residue of the said sum of Rs. , after payment of the plaintiff's and defendant's costs as aforesaid, be paid and applied by defendant as follows:—
 - (a.)—Let the defendant, within one week after the taxation of the said costs by the Registrar as aforesaid, pay one-third share of the said residue to the plaintiffs, A. B., and C., his wife, in her right, as the sister and one of the next-of-kin of the said E. F., the intestate.
 - (b.)—Let the defendant retain for her own use one other third share of the said residue, as the mother, and one other of the next-of-kin of the said E. F., the intestate.

now in Court to the defendant as his share of the partnership-assets.

[Or, And that the remainder of the said sum of Rs. be paid to the said plaintiff (or defendant) in part payment of the sum of Rs. certified to be due to him in respect of the partnership-accounts.

And that the defendant (or plaintiff) do on or before the day of pay to the plaintiff (or defendant) the sum of Rs. being the balance of the said sum of Rs. due to him, which will then remain due].

No. 134.

CERTIFICATE OF NON-SATISFACTION OF DECREE.

Section 224 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

A. B. of

against

C. D. of

CERTIFIED that no [or partial, as the case may be, and if partial, state to what extent] satisfaction of the decree of this Court, in Civil Suit No. of 18 a copy of which is hereunto attached, has been obtained by execution within the jurisdiction of this Court.

GIVEN under my hand and the seal of the Court, this day of 18.

L. S.

Judge.

No. 135.

NOTICE TO SHOW CAUSE WHY EXECUTION SHOULD NOT ISSUE.

Section 248 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

Miscellaneous No.

of 18

A. B. of

against

C. D. of

To

WHEREAS

has made application to this Court for execution of decree in Civil Suit No. 18, this is to give you notice that you are to appear before this Court on the day of 18, either in person or by a Pleader of this Court, or agent duly authorized and instructed to show cause, if any, why execution should not be granted.

GIVEN under my hand and the seal of the Court this day of 18.



Judge.

No. 136.

WARRANT OF ATTACHMENT OF MOVEABLE PROPERTY IN DE-FENDANT'S POSSESSION IN EXECUTION OF A DECREE FOR MONEY.

Section 254 of the Code of Civil Procedure.

(Title.)

To the Bailiff of the Court.

WHEREAS was ordered, by decree of this Court, passed on the day of 18,

now in Court to the defendant as his share of the partnership-assets.

[Or, And that the remainder of the said sum of Rs. be paid to the said plaintiff (or defendant) in part payment of the sum of Rs. certified to be due to him in respect of the partnership-accounts.

And that the defendant (or plaintiff) do on or before the day of pay to the plaintiff (or defendant) the sum of Rs. being the balance of the said sum of Rs. due to him, which will then remain due].

No. 134.

CERTIFICATE OF NON-SATISFACTION OF DECREE.

Section 224 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

A. B. of

against

C, D, of

CERTIFIED that no [or partial, as the case may be, and if partial, state to what extent] satisfaction of the decree of this Court, in Civil Suit No. of 18 a copy of which is hereunto attached, has been obtained by execution within the jurisdiction of this Court.

GIVEN under my hand and the seal of the Court, this day of 18.

L. S.

Judge.

No. 135.

Notice to show cause why execution should not issue.

Section 248 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

Miscellaneous No.

of 18

A. B. of

against

C. D. of

To

WHEREAS

has made application to this Court for execution of decree in Civil Suit No. 18, this is to give you notice that you are to appear before this Court on the day of 18, either in person or by a Pleader of this Court, or agent duly authorized and instructed to show cause, if any, why execution should not be granted.

GIVEN under my hand and the seal of the Court this day of 18.



Judge.

No. 136.

WARRANT OF ATTACHMENT OF MOVEABLE PROPERTY IN DE-FENDANT'S POSSESSION IN EXECUTION OF A DECREE FOR MONEY.

Section 254 of the Code of Civil Procedure.
(Title.)

To the Bailiff of the Court.

WHEREAS was ordered, by decree of this Court, passed on the day of 18,

in Suit No. of to the plaintiff the sum of Rs.

DECREE.	~ -	
Principal Interest Costs		
Total of decree Interest thereon Costs of attachment		
TOTAL		

18 , to pay
as noted in the
margin; and whereas the
said sum of Rs. has
not been paid

THESE ARE TO COMMAND
YOU to attach the moveable
property of the said
as set forth in the
list hereunto annexed, or

which shall be pointed out to you by the said

, and unless the said shall pay to you the said sum of Rs. , together with Rs. , the costs of this attachment, to hold the same until further orders from this Court.

You are further commanded to return this Warrant on or before the day of 18, with an endorsement certifying the date and manner in which it has been executed, or why it has not been executed.

GIVEN under my hand and the seal of the Court, this day of 18

L.S.

Judge.

No. 137.

WARRANT TO THE BAILIFF TO GIVE POSSESSION OF LAND, &c.
Section 263 of the Code of Civil Procedure.

(Title.)

To THE BAILIFF OF THE COURT.

WHEREAS
has been decreed to

in the occupancy of , the plaintiff in this suit :



you are hereby directed to put the said in possession of the same, and you are hereby authorized to remove any person who may refuse to vacate the same.

GIVEN under my hand and the seal of the Court, this day of 18.

L. S.

Judge.

No. 138.

ATTACHMENT IN EXECUTION.

PROHIBITORY ORDER, WHERE THE PROPERTY TO BE ATTACHED CONSISTS OF MOVEABLE PROPERTY, TO WHICH THE DEFENDANT IS ENTITLED SUBJECT TO A LIEN OR RIGHT OF SOME OTHER PERSON TO THE IMMEDIATE POSSESSION THEREOF.

Section 268 of the Code of Civil Procedure.

(Title.)

To

WHEREAS has failed to satisfy a decree passed against on the day of 18 in favour of for Rs. , it is ordered that the defendant be, and is hereby, prohibited and restrained, until the further order of this Court, from receiving from the following property in the possession of the said that is to which the defendant is entitled, subto say, ject to any claim of the said , and the said is hereby prohibited and restrained, until the further order of this Court, from delivering the said property to any person or persons whomsoever.

GIVEN under my hand and the seal of the Court, this day of 18.

L S. Judge.

No. 139.

ATTACHMENT IN EXECUTION.

PROHIBITORY ORDER WHERE THE PROPERTY CONSISTS OF DEBTS NOT SECURED BY NEGOTIABLE INSTRUMENTS.

Section 268 of the Code of Civil Procedure.

(Title.)

To

on the WHEREAS has failed to satisfy a decree passed against , in Civil Suit No. 18 day of it is ordered for Rs. , in favour of hereby, prohibited of 18 that the defendant be, and and restrained until the further order of this Court, from receiving from you a certain debt alleged now to be due from you to the said defendant, namely and that you, the said

be, and you are hereby, prohibited and restrained, until the further order of this Court, from making payment of the said debt, or any part thereof, to any person whomsoever.

GIVEN under my hand and the seal of the Court, this day of

L. S.

Judge.

No. 140.

ATTACHMENT IN EXECUTION.

PROHIBITORY ORDER, WHERE THE PROPERTY CONSISTS OF SHARES IN A PUBLIC COMPANY, &c.

Section 268 of the Code of Civil Procedure.

To

Rs.

Defendant, and to

, Manager of

has failed

Company

WHEREAS to satisfy a decree passed against

on the day of No. of 18

18 , in Civil Suit

in favour of for it is ordered that

you, the defendant, be, and you are hereby, prohibited and restrained until the further order of this Corrt, from making any transfer of shares in the aforesaid Company, namely, or from receiving payment of any dividends thereof; and you

, the Manager of the said Company, are hereby prohibited and restrained from permitting any such transfer or

making any such payment.

GIVEN under my hand and the seal of the Court, this day of 18.

L. S.

Judge.

No. 141.

ATTACHMENT IN EXECUTION.

PROHIBITORY ORDER WHERE THE PROPERTY CONSISTS OF IMMOVEABLE PROPERTY.

Section 274 of the Code of Civil Procedure.

(Title.)

To

Defendant.

WHEREAS you have failed to satisfy a decree passed day of against you on the , in favour of 18 in civil suit No. for Rs. of

: it is ordered that you, the said

, be, and you are hereby prohibited

and restrained, until the further order of this Court, from alienating the property specified in the schedule hereunto annexed by sale, gift, or otherwise, and that all persons be, and that they are hereby prohibited from receiving the same by purchase, gift, or otherwise.

GIVEN under my hand and the seal of the Court, this 13 day of

SCHEDULE.

Judge.

No. 142.

ATTACHMENT.

PROHIBITORY ORDER, WHERE THE PROPERTY CONSISTS OF MONEY OR OF ANY SECURITY IN THE HANDS OF A COURT OF JUSTICE OR OFFICER OF GOVERNMENT.

Sections 272 and 486 of the Code of Civil Procedure.

IN THE COURT OF

Civil Suit No.

of 18

A. B. of against C. D. of

To

THE plaintiff having applied, under section SIR, Code of Civil Procedure, for an attachment of certain money now in your hands (here state how the money is supposed to be in the hands of the person addressed, on what account, &c.), I request that you will hold the said money subject to the further order of this Court.

I have the honour to be,
Sir,
Your most obedient servant,

L. S.

Judge.

Dated the

day of

18

No. 143.

ORDER FOR PAYMENT TO THE PLAINTIFF, &C., OF MONEY, &C., IN THE HANDS OF A THIRD PARTY.

Section 277 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

Miscellaneous No.

of 18

A. B. of

against.

C. D. of

To the Bailiff of the Court and to

WHEREAS the following property has been attached in execution of a decree in Civil Suit No.

of 18, passed on the day of
18, in favour of for Rs.: it is ordered
that the property so attached, consisting of Rs. in
money, and Rs. in Bank Notes, or a sufficient part
thereof to satisfy the said decree, shall be paid over by you
the said , to , and
that the said property, so far as may be necessary for the

satisfaction of the said decree, shall be sold by you, the Bailiff of the Court, by public auction in the manner prescribed for sale in execution of decrees, and that the money which may be realized by such sale, or a sufficient part thereof to satisfy the said decree, shall be paid over to the said , and the remainder, if any, shall be paid to you, the said

GIVEN under my hand and the seal of the Court, this day of 18

J., S.

Judge.

No. 144.

NOTICE TO ATTACHING CREDITOR.

Section 278 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

Miscellaneous No. of 18

A. B. of

against

C. D. of

To

WHEREAS has made application to this Court for the removal of attachment on placed at your instance in execution of the decree in Civil Suit No. of 18, this is to give you notice to appear before this Court on the day of the court your claim as attaching creditor.

GIVEN under my hand and the seal of the Court, this day of 18.

L. S.

Judge.

No. 145.

WARRANT OF SALE OF PROPERTY IN EXECUTION OF A DECREE FOR MONEY.

Section 287 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil suit No.

of 18

No.

Miscellaneous

of 18

A. B. of

against

C. D. of

TO THE BAILIFF OF THE COURT.

These are to command you to sell by auction, after giving days' previous notice, by affixing the same in this Court house, and after making due proclamation,* the

property

attached under a Warrant from this Court dated the

of 18 in execution of a

decree in favour of

in

suit No. of 18 or so much of the said property as shall realize the sum of Rs. , being the

of the said decree and costs still remaining unsatisfied.

YOU ARE FURTHER COMMANDED to return this Warrant on or before the day of 18 with an

^{*} This proclamation shall specify the time, the place of sale, the property to be sold, the revenue assessed, should the property consist of land paying revenue to Government, and the amount for the recovery of which the sale is ordered.

endorsement certifying the manner in which it has been executed, or the reason why it has not been executed.

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 146.

NOTICE TO PERSON IN POSSESSION OF MOVEABLE PROPERTY SOLD IN EXECUTION.

Section 300 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

A. B. of

against

C. D. of

To

WHEREAS

has been the purchaser at a sale by auction in execution of the decree in the above suit of

session, you are hereby prohibited from delivering possession of the said

to any persons except the said

GIVEN under my hand and the seal of the Court, this day of

(L. S.)

No. 147.

PROHIBITORY ORDER AGAINST PAYMENT OF DEBTS SOLD IN EXECUTION TO ANY OTHER THAN THE PURCHASER.

Section 301 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

A. B. of

against

C. D. of

To

and to

WEEREAS

has become the purchaser at a public sale in execution of the decree in the above suit of

certain

deht

due from you

to you

, that is to say

is ordered that you

be and you are hereby pro-

hibited from receiving, and you

from making payment of, the said debt to any person or persons except the said

GIVEN under my hand and the seal of the Court, this day of

Judge.

No. 148.

PROHIBITORY ORDER AGAINST THE TRANSFER OF SHARES SOLD IN EXECUTION.

Section 301 of the Code of Civil Procedure.

IN THE COURT OF

Civil Suit No. of 18

A. B. of against C. D. of

To

and

Manager of

Company.

WHEREAS has become the purchaser at a public sale in execution of the decree in the above suit of certain shares in the above Company, that is to say of

standing in the name of you it is ordered that you be, and you are hereby, prohibited from making, any transfer of the said shares to any person except the said the purchaser aforesaid, or from receiving any dividends thereon: and you , Manager of the said Company, from permitting any such transfer or making any such payment to any person except the said

, the purchaser aforesaid.

GIVEN under my hand and the seal of the Court, this day of 18 .

Judge.

No. 149.

ORDER CONFIRMING SALE OF LAND, &c. Section 312 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

A. B. of against

C. D of

WHEREAS the following land (or immoveable property) was on the

day

of sold by the Bailiff of this 18 Court in execution of the decree in this suit; and whereas thirty days have elapsed and no application has been made (or objection allowed) to the said sale, it is ordered that the said sale be, and the said sale is hereby confirmed.

GIVEN under my hand and the seal of the Court, this day of 18

SCHEDULE.

Judge.

No. 150.

CERTIFICATE OF SALE OF LAND.

Section 316 of the Code of Civil Procedure.

IN THE COURT OF

Civil Suit No.

of 18

A. B. of

against

C. D. of

This is to certify that has been declared the purchaser at a sale by public auction on the day of 18 of the

in execution of decree in this suit, and that the said sale has been duly confirmed by the Court.

GIVEN under my hand and the seal of the Court, this day of

L. S.

Judge.

No. 151.

ORDER FOR DELIVERY TO CERTIFIED PURCHASER OF LAND AT A SALE IN EXECUTION.

Section 318 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

A. B. of

against

C. D. of

TO THE BAILIFF OF THE COURT.

WHEREAS purchaser of decree in Civil Regular No. . of 18 , and whereas such

has become the certified at a sale in execution of

land is in the possession of are hereby ordered to put the said certified purchaser, as aforesaid, into possession of the said

, the

and if need be, to

remove any person who may refuse to vacate the same.

GIVEN under my hand and the seal of the Court, this day of

Judge.

No. 152.

AUTHORITY TO THE COLLECTOR TO STAY PUBLIC SALE OF LAND ON SECURITIES BEING GIVEN.

Section 326 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

A. B. of

against

To

Collector of

SIR,

In answer to your communication No. , dated , representing that the sale in execution of decree in this suit of land, lying within your district, paying revenue to Government, is objectionable, I have the honour to inform you that you are authorized, on security to the amount of Rs. decreed to the in the above suit, being given to your satisfaction, to make provision for the satisfaction of the said decree in the manner recommended by you instead of proceeding to a public sale of

I have the honour to be,
Sir,
Your obedient servant,

L. S.

No. 153.

ORDER FOR COMMITTAL FOR RESISTING, &c., EXECUTION OF DECREE FOR LAND.

Section 329 of the Code of Civil Procedure.

(Title.)

To

Whereas it appears to the Court that
has without just cause resisted (or obstructed) the execution of
the decree of the Court passed against
on the day of 18 in Civil Suit, No.
of 18, whereby certain land or immoveable
property was adjudged to , it
is ordered that the said be
committed to custody for a period of days.

GIVEN under my hand and the seal of the Court, this day of 18.

(L. S.

Judge.

No. 154.

WARRANT OF ARREST IN EXECUTION.

Section 337 of the Code of Civil Procedure.

IN THE COURT OF

Civil Suit No.

Miscellaneous No.

of 18

A. B. of

against

C. D. of

TO THE BAILIFF OF THE COURT.

WHEREAS was adjudged by a decree of the Court, in No. of

 18 , dated
18 , to pay to
the plaintiff the sum of
Rs. as noted
in the margin, and whereas the said sum of Rs.
has not
been paid to the said
plaintiff in satisfaction of

the said decree, these are to command you to arrest the said defendant, and unless the said defendant shall pay to you the said sum of Rs.

, together with Rs.

for the costs of executing this process, to bring the said defendant before the Court with all convenient speed. You are further commanded to return this warrant on or before the day of 18, with an endorsement

certifying the day and manner in which it has been executed, or the reason why it has not been executed.

GIVEN under my hand and the seal of the Court, this day of 18 .



No. 155.

NOTICE OF PAYMENT INTO COURT.

Section 377 of the Code of Civil Procedure.

IN THE

187

B. No.

A. B. v. C. D.

TAKE notice that the defendant has paid into Court Rs. and says that that sum is enough to satisfy the plaintiff's claim [or the plaintiff's claim for, &c.].

To Mr. X. Z.,

the Plaintiff's Pleader,

Z.,

Defendant's Pleader.

No. 156.

COMMISSION TO EXAMINE ABSENT WITNESSES.

Section 386 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18 A. B. of

against

C. D. of

To

Whereas the evidence of is required by the in the above suit; and whereas you are requested to take the examination on

interrogatories [or vivâ voce] of such witnesses and you are hereby appointed a Commissioner for that purpose, and you are further requested to make return of such examination so soon as it may be taken [process to require the attendance of the witness will be issued by this Court on your application.]*

GIVEN under my hand and the seal of the Court, this day of 18.

L. S.

Judge.

AT

No. 157.

Commission for a Local Investigation, or to examine Accounts.

Sections 392 and 395 of the Code of Civil Procedure.

In the Court of Civil Suit No.

of 18

A. B. of

against

C. D. of

To

Whereas it is deemed requisite, for the purposes of this suit, that a commission for should be issued; you are hereby appointed Commissioner for the purpose of [process to compel the attendance before you of any witnesses, or for the production of any documents which you may desire to examine or inspect, will be issued by this Court on your application.]*

A sum of Rs. , being your fee in the above, is herewith forwarded.

^{*} Not necessary where the commission goes to another Court.

GIVEN under my hand and the seal of the Court, this day of 18:

L. S.

Judge.

No. 158.

WARRANT OF ARREST BEFORE JUDGMENT.
Section 478 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

A. B. of

against

C. D. of

To the Bailiff of the Court.

WHEREAS , the plaintiff in the above suit, has proved to the satisfaction of the Court that there is probable cause for believing that the defendant is about to these are to command you to take the said

into custody, and to bring before the Court, in order that he may show cause why he should not furnish security to the amount of rupees for personal appearance before the Court, until such time as the said suit shall be fully and finally disposed of, and until execution or satisfaction of any decree that may be passed against in the suit.

GIVEN under my hand and the seal of the Court, this day of 18.



No. 159.

ORDER FOR COMMITTAL.

Section 481 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of 18

A. B. of against

C. D. of

To

, plaintiff in this suit, has WHEREAS made application to the Court that security be taken for the to answer any judgment appearance of the defendant in the suit; and whereas that may be passed against to furnish the Court has called upon the defendant such security, or to offer a sufficient deposit in lieu of security, has failed to do; it is ordered that the said which be committed to custody until the decision defendant until the of the suit; or if judgment be given against execution of the decree.

GIVEN under my hand and the seal of the Court, this day of 18 .



Judge.

No. 160.

ATTACHMENT BEFORE JUDGMENT, WITH ORDER TO CALL FOR SECURITY FOR FULFILMENT OF DECREE.

Section 484 of the Code of Civil Procedure.

IN THE COURT OF Civil Suit No. AT

of 18

A. B. of against

TO THE BAILIFF OF THE COURT.

WHEREAS has proved to the satisfaction of the Court that the defendant in the above suit to command you to call upon the said defendant or before the day of either to furnish security for the sum of rupees to produce and place at the disposal of this Court when required , or the value thereof, or such portion of the value as may be sufficient to fulfil any decree that may be passed against or to appear and show cause why should not furnish security; and you are further ordered to attach the said and keep the same under safe and secure custody until the further order of the Court, and in what manner you shall have executed this warrant make appear to the Court immediately after the execution hereof, and have you here then this warrant.

GIVEN under my hand and the seal of the Court, this day of 18.



Judge.

No. 161.

ATTACHMENT BEFORE JUDGMENT, ON PROOF OF FAILURE TO FURNISH SECURITY.

Section 485 of the Code of Civil Procedure.

In the Court of

AT of 18

Civil Suit No.

- 10

A. B. of

against

TO THE BAILIFF OF THE COURT.

, the plaintiff in this suit, has applied WHEREAS , the defendant, to to the Court to call upon furnish security to fulfil any decree that may be passed the suit, and whereas the Court has called against to furnish such security which upon the said ; these are has failed to do the property of the to command you to attach and keep the same under said safe and secure custody until the further order of the Court, and in what manner you shall have executed this warrant make appear to this Court immediately after the execution hereof, and have you here then this warrant

GIVEN under my hand and the seal of the Court, this day of 18 .

(L. S.)

Judge.

No. 162.

ATTACHMENT BEFORE JUDGMENT.

PROHIBITORY ORDER, WHERE THE PROPERTY TO BE ATTACHED CONSISTS OF MOVEABLE PROPERTY, TO WHICH THE DEFENDANT IS ENTITLED, SUBJECT TO A LIEN OR RIGHT OF SOME OTHER PERSONS TO THE IMMEDIATE POSSESSION THEREOF.

Section 486 of the Code of Civil Procedure.

IN THE COURT OF

 r_{A}

Civil Suit No.

of 18

A. B. of against

To

Defendant.

It is ordered that you the said be, and you are hereby, prohibited and restrained until the further order of this Court from receiving from the following property in the possession of the said that is to say to which the defendant is entitled, subject to any claim of the said and the said is hereby prohibited and restrained, until the further order of this Court, from delivering the said property to any persons whomsoever.

GIVEN under my hand and the seal of the Court, this day of 18

L. S.

Judge.

No. 163.

ATTACHMENT BEFORE JUDGMENT.

PROHIBITORY ORDER, WHERE THE PROPERTY CONSISTS OF IMMOVEABLE PROPERTY.

Section 486 of the Code of Civil Procedure.

IN THE COURT OF Civil Suit No.

AT

of 18 .
A. B. of

against

C. D. of

To

Defendant.

It is ordered that you the said be, and you are hereby prohibited and restrained, until the further order of this Court, from alienating the property specified in the

schedule hereunto annexed, by sale, gift, or otherwise, and that all persons be, and that they are hereby, prohibited from receiving the same by purchase, gift, or otherwise.

GIVEN under my hand and the seal of the Court, this day of 18.

SCHEDULE.



Judge.

No. 164.

ATTACHMENT BEFORE JUDGMENT.

PROHIBITORY ORDER WHERE THE PROPERTY CONSISTS OF MONEY IN THE HANDS OF OTHER PERSONS OR OF DEBTS NOT BEING NEGOTIABLE INSTRUMENTS.

Section 486 of the Code of Civil Procedure

IN THE COURT OF Civil Suit No.

AT of 18

A. B. of

C. D. of

To

It is ordered that the defendant be, and he is hereby, prohibited and restrained, until the further order of this Court, from receiving from

the [money now in

hands belonging to the said defendant or debts, as the case may be, describing them] and that the said be and

hereby prohibited and restrained, until the further order of this Court, from making payment of the said [money, &c.], or any part thereof, to any person whomsoever.

GIVEN under my hand and the seal of the Court this day of 18.



No. 165.

ATTACHMENT BEFORE JUDGMENT.

PROBIBITORY ORDER WHERE THE PROPERTY CONSISTS OF SHARES IN A PUBLIC COMPANY, &c.

Section 486 of the Code of Civil Procedure.

IN THE COURT OF

Civil Suit No.

of 18

A. B. of against C. D. of

To

id diennis et er

14-16-14:00 ...

Defendant and

1

Manager of It is ordered that

Company.

hereby prohibited and restrained, until the further order of the Court, from making any transfer of shares being in the aforesaid Company, or from receiving payment of any dividends thereof, and you Manager of the said Company, are hereby prohibited and restrained from permitting any such transfer, or making any such payment.

GIVEN under my hand and the seal of the Court, this day of 18

(L. S.)

Judge.

No. 166.

TEMPORARY INJUNCTIONS.

Section 492 of the Code of Civil Procedure.

Upon motion made unto this Court by Pleader of (or Counsel for) the plaintiff A. B., and upon reading the petition of the said plaintiff in this matter filed (this day) for the plaint filed in this cause on the day of or the written statement of the said plaintiff filed on the day of and apon hearing the evidence and in support thereof, I if after notice and defendant not appearing, add, and also the evidence of as to service of notice of this motion upon the defendant C.D.] This Court doth order that an injunction be awarded to restrain the defendant C. D., his servants, workmen, and agents from pulling down, or suffering to be pulled down, the house in the plaint in the said suit of the plaintiff mentioned [or in the written statement or petition of the plaintiff and evidence at the hearing of this motion mentioned] being No. 9, Oilmonger's Street, Hindúpur, in the Taluq of , and from selling the materials whereof the said house is composed, until the hearing of this cause or until the further order of this Court. 187

Dated this day of 187.

Civil Judge.

[Where the injunction is sought to restrain the negotiation of a bill, note, or security, the ordering part of the order may run thus:—] to restrain the defendants

and from parting with out of the custody of them or any of them, or endorsing, assigning, or negotiating, the promissory note in question, dated on or about the &c., mentioned in the plaintiff's plaint [or petition] and the evidence heard at this motion, until the hearing of this cause, or until the further order of this Court.

[In copyright cases] to restrain the defendant C. D., his servants, agents, or workmen from print-

ing, publishing, or vending a book called or any part thereof, until the, &c.

[Where part only of a book is be restrained] to restrain the defendant, C. D., his servants, agents, or workmen, from printing, publishing, selling, or otherwise disposing of such parts of the book in the plaint [or petition and evidence, &c.] mentioned to have been published by the defendant as hereinafter specified, namely, that part of the said book which is entitled and also that part which is entitled (or which is contained in p. to p. both inclusive) until the, &c.

[In patent cases] to restrain the defendant C. D., his agents, servants, and workmen, from making or vending any perforated bricks (or, as the case may be) upon the principle of the inventions in the plaintiff's plant [or petition, &c., or written statement, &c.] mentioned, belonging to the plaintiffs, or either of them, during the remainder of the respective terms of the patents in the plaintiff's plaint (or, as the case may be) mentioned, and from counterfeiting, imitating, or resembling the same inventions, or either of them, or making any addition thereto, or subtraction therefrom, until the hearing, &c.

[In cases of trade-marks] to restrain the defendant C. D., his servants, agents, or workmen, from selling, or exposing for sale, or procuring to be sold, any composition or blacking (or, as the case may be) described as, or purporting to be, blacking manufactured by the plaintiff A. B., in bottles having affixed thereto such labels as in the plaintiff's plaint [or petition, &c.] mentioned, or any other labels so contrived or expressed as, by colourable imitation or otherwise, to represent the composition or blacking sold by the defendant to be the same as the composition or blacking manufactured and sold by the plaintiff A. B., and from using trade-cards so contrived or expressed as to represent that any composition or blacking sold or proposed to be sold

by the defendant is the same as the composition or blacking manufactured or sold by the plaintiff A. B., until the, &c.

[To restrain a partner from in any way interfering in the business.] to restrain the defendant C.D., his agents and servants, from entering into any contract, and from accepting, drawing, endorsing, or negotiating, any bill of exchange, note, or written security, in the name of the partnership firm of B. & D., and from contracting any debt, buying and selling any goods, and from making or entering into any verbal or written promise, agreement, or undertaking, and from doing or causing to be done, any act, in the name or on the credit of the said partnership firm of B. & D., or whereby the said partnership firm can or may in any manner become or be made liable to or for the payment of any sum of money, or for the performance of any contract, promise, or undertaking, until the, &c.

No. 167.

NOTICE OF APPLICATION FOR INJUNCTION.
Section 494 of the Code of Civil Procedure.

IN THE COURT OF

A. B. of

against

C. D. of

Take notice that I, A.B., intend to apply at the sitting of aforesaid, on the the Court at day of for an injunction to restrain C. D. from further prosecuting a suit which he has commenced against me in to recover damages for the breach of the contract for the specific performance of which this suit was commenced for to restrain him from receiving and giving discharges for any of the debts due to the partnership in the matter of the partnership between us for the winding up of which the suit was commenced, or from digging the turf from the land which was agreed to be sold by him to me by the agreement, the specific performance of which this suit is commenced to enforce, or, as the case may be].

Dated this day of 18 To C. D.

A. B.

[N.B.—Where the injunction is to be applied for against a party whose name and address does not appear upon any proceeding already filed in the suit, it must be stated in full to enable the proper officer to serve the notice.]

No. 168.

APPOINTMENT OF A RECEIVER.

Section 503 of the Code of Civil Procedure.

IN THE COURT OF
Civil Suit No.
of 18
A. B. of
against
C. D. of

To

to the learn

Whereas has been attached in execution of a decree passed in the above suit on the day of 18, in favour of : you are hereby (subject to your giving security to the satisfaction of the Registrar) appointed Receiver of the said property under section 503 of the Code of Civil Procedure with full powers under the provisions of that section.

You are required to render a due and proper account of your receipts and disbursements in respect of the said property on

You will be entitled to remuneration at the rate of per cent. upon your receipts under the authority of this appointment.

Given under my hand and the seal of the Court, this day of



No. 169.

BOND TO BE GIVEN BY RECEIVER.

Section 503 of the Code of Civil Procedure.

IN THE COURT OF

AT

Civil Suit No.

of

A. B. of against

C. D. of

Know all men by these presents that we, A. B., of &c., and C. D. of &c., and E. F. of &c., are jointly and severally bound to G. H., Registrar of the Court of in Rs.

, to be paid to the said G. H. or his attorney,

executors, administrators, or assigns. For which payment to be made we bind ourselves, and each of us, in the whole our and each of our heirs, executors, and administrators, jointly and severally, by these presents.

Dated this

day of

18

And whereas a plaint has been filed in this Court by A. B. against C. D. for the purpose of (here insert object of suit).

And whereas the said A. B. has been appointed, by order of the above-mentioned Court, to receive the rents and profits of the immoveable property, and to get in the outstanding moveable property of C. D., the testator in the said plaint named.

Now the condition of this obligation is such, that if the above-bounden A. B. shall duly account for all and every the sum and sums of money which he shall so receive on account of the rents and profits of the immoveable property, and in respect of the moveable property of the said C. D. [or, as may be] at such periods as the said Court shall appoint, and shall duly pay the balances which shall from time to time be certified to be due from him as the said Court hath directed or shall here-

after direct, then this obligation shall be void, otherwise it shall remain in full force.

A. B. C. D.

Signed and delivered by the above-bounden in the presence of

NOTE.—If deposit of money be made, the memorandum thereof should follow the terms of the condition of the bond.

No. 170.

ORDER OF REFERENCE TO ARBITRATION UNDER AGREEMENT OF PARTIES.

Section 508 of the Code of Civil Procedure.

(Title.)

To

Whereas the above-mentioned plaintiff and defendant have agreed to refer the matters in difference between them in the above suit to your arbitration and award, you are hereby appointed accordingly to determine all the said matters in difference between the parties, and with power, by consent of the parties, to determine which party shall pay the costs of this reference.

You are required to deliver your award in writing to this Court on or before the day of 18, or such other day as this Court may further fix.

Process to compel the attendance before you of any witnesses, or for the production of any documents which you may desire to examine or inspect, will be issued by this Court on our application, and you are empowered to administer to such witnesses oath or affirmation.

A sum of Rs. , above suit, is herewith forwarde I.

, being your fee in the

GIVEN under my hand and the seal of the Court this day of 18.



No. 171.

ORDER OF REFERENCE TO ARBITRATION BY COURT, WITH CONSENT.

Section 508 of the Code of Civil Procedure.

(Title.)

Upon reading a petition of the plaintiff, filed this day, and on the consent of for the defendant, and upon hearing for the plaintiff and for the defendant, it is ordered, by and with the consent of all the parties, that all matters in difference in this suit, including all dealings and transactions between all parties, be referred to the final determination of

, who is to make his award in writing and submit the same to this Court, together with all proceedings, depositions, and exhibits in this suit, within one month from the date hereof. And it is ordered further, by and with the like consent, that thes aid arbitrator is to be at liberty to examine the parties and their witnesses upon oath or affirmation, which he is empowered to administer, and that the said arbitrator shall have all such powers or authorities as are vested in arbitrators under the Code of Civil Procedure, including therein power to call for all books of account that he may consider necessary. And it is further ordered, by and with the like consent, that the costs of the suit, together with the costs of reference to arbitration, up to and including the award of the said arbitrator, and the enforcement thereof, do abide the result of the finding of the said

arbitrator. And it is further ordered, by and with the like consent, that the said arbitrator be at liberty to appoint a competent accountant to assist him in the investigation of the several matters referred to him as aforesaid, and that the remuneration of such accountant and other charges attending thereto be in the discretion of the said arbitrator.

GIVEN under my hand and the seal of the Court, this day of 18.

L. S.

Judge.

No. 172.

Summons in summary suit on negotiable instrument. Section 532 of the Code of Civil Procedure.

No. of Suit.

IN THE

COURT OF

AT

Plaintiff.
Defendant.

To [Here enter the defendant's name, description, and address.]

Whereas [here enter the plaintiff's name, description, and address] has instituted a suit in this Court against you under Chapter XXXIX. of the Code of Civil Procedure for Rs., principal and interest [or Rs. balance of principal and interest] due to him as the payee [or indorsee] of a bill of exchange [or hundi or promissory note], of which a copy is hereto annexed, you are hereby summoned to obtain leave from the Court, within seven days from the service hereof, inclusive of the day of such service, to appear and defend the suit, and within such time to cause an appearance to be entered for you. In default whereof the plaintiff will be enti-

tled at any time after the expiration of such seven days to obtain a decree for any sum not exceeding the sum of Rs. [here state the sum claimed] and the sum of Rs. for costs.

Leave to appear may be obtained on an application to the Court supported by affidavit or declaration showing that there is a defence to the suit on the merits, or that it is reasonable that you should be allowed to appear in the suit.

[Here copy the bill of exchange, hundi, or promissory note, and all endorsements upon it.]

No. 173.

MEMORANDUM OF APPEAL.
Section 540 of the Code of Civil Procedure.

MEMORANDUM OF APPEAL.

(Name, &c., as in Register.) Plaintiff-Appellant.

(Name, &c., as in Register.) Defendant-Respondent.

[Name of Appellant] [plaintiff or defendant] above-named appeals to the High Court at [or District Court at , as the case may be] against the decree of in the above suit, dated the day of , for the following reasons, namely [here state the grounds of objection].

COURT (OR HIGH COURT) AT REGISTER OF APPRAIS FROM DECREES in the year 18 Section 550 of the Code of Civil Procedure. No. 174. REGISTER OF APPEALS.

1		
Judgment.	Confirmed, reversed or altered.	
	Date	
Ge.	Respondent.	
Appearance.	Appellant.	
4.0	Day for parties to appear.	
om.	Amount or value.	
saled fr	Particulars,	
Decree appealed from.	Mumber of criginal true.	
De	Of what Court.	
dent.	Place of abode.	
Respondent.	Description.	
N.	Vame.	
tnt.	Place of abode.	
Appellant.	Description.	
70	увте.	
	Number of Appeal.	

Date of Memorandum.

No. 175.

NOTICE TO RESPONDENT OF THE DAY FIXED FOR THE HEAR-ING OF THE APPEAL.

Section 553 of the Code of Civil Procedure.

IN THE COURT OF

AT

, Appellant, v.

, Respondent.

APPEAL from the

of the Court of

dated the

day of 18

Respondent.

To

Take notice that an appeal from the decree of
in this case has been presented by
and registered in this Court, and that the
day of 18 has been fixed by this Court for the
hearing of this appeal.

If no appearance is made on your behalf by yourself, your pleader, or by some one by law authorized to act for you in this appeal, it will be heard and decided ex parte in your absence.

GIVEN under my hand and the seal of the Court, this day of 18.

L. S.

Judge.

[Note.—If a stay of execution has been ordered, intimation should be given of the fact on this notice.]

No. 176.

DECREE ON APPEAL.

Section 579 of the Code of Civil Procedure.

IN THE COURT OF

AT

, Respondent.

, Appellant, v. , Appeal from the $\,$ of the Court of

dated the

day of

18

Memorandum of Appeal.

, Plaintiff. , Defendant.

Plaintiff [or defendant] above-named appeals to the Court at against the decree of in the above suit, dated the day of 18, for the following reasons, namely;

[here state the reasons]

This appeal coming on for hearing on the day of , before

, in the presence of for the Appellant, and of for the Respondent, it is ordered—

[here state the relief granted]

The costs of this appeal, amounting to , are to be paid by . The costs of the original suit are to be paid by

Given under my hand, this day of 18

Judge.

REGISTER OF APPEALS FROM APPELLATE DECREES. No. 177.

Section 587 of the Code of Civil Procedure. HIGH COURT AT REGISTER OF APPEALS FROM ARPELLATE DECREES.

	For what, or	
Judgment.	Confirmed, revers- ed, or sitered.	
2	Date.	
	Respondent.	
Appearance.	Appellant.	
4	Day for parties to appear.	
om.	Amount or value.	
Decree appealed from	Particulars.	To Bulletin Burgar
ree app	lanigino to redmaN laeuga to bna tina	And the second s
Dec	.trnoO tadw 1O	
	Place of abode.	
Respondent.	Description.	2
Re	Name,	
	Place of abode.	
Appellant.	Description.	
₹	Name.	
	Number of Appeal	
'mı	Date of Memorandu	

(409)

No. 178.

NOTICE TO SHOW CAUSE WHY A REVIEW SHOULD NOT BE GRANTED.

Section 626 of the Code of Civil Procedure.

IN THE COURT OF

, Plaintiff, v. To

, Defendant.

TAKE notice that has applied to this Court for a review of its judgment passed on the day of in the above case. The day of 18 is fixed for you to show cause why the Court should not grant a review of its judgment in this case.

WEN under my hand and the seal of the Court, this 18

Judge.

No. 179.

NOTICE OF CHANGE OF PLEADER. IN THE COURT OF

AT

A. B. of against C. D. of

To the Registrar of the Court.

TAKE notice that I, A. B. [or C. D.], have hitherto employed as my pleader G. H. of above-mentioned cause, but that I have ceased to employ him, in the and that my present pleader is J. R. of

A. B. [or C. D.]



(410)

No. 180.

MEMOBANDUM TO BE PLACED AT FOOT OF EVERY SUMMONS, NOTICE, DECREE, OR ORDER OF COURT, OR ANY OTHER PROCESS OF THE COURT.

Hours of attendance at the office of the Registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

WHITLEY STOKES,
Secy. to the Govt. of India.

Stigh Court N. W. Provinces,

Reading, Spelling, Writing, Arithmetic, and Dictation

Exercises, under the 'Revised Code.'

STEVENS AND HOLE'S GRADE LESSON BOOKS.

STANDARD I. pp. 96, price 6d. STANDARD II. pp. 128, price 9d. STANDARD III. pp. 160, price 9d. STANDARD IV. pp. 160, price 9d. STANDARD V. pp. 224, price 1s. 3d. STANDARD VI. pp. 224, price 1s. 3d.

Answers to the Arithmetical Exercises in Standards II, III, and IV, price 4d, in Standard VI, price 4d, and in Standard VI, price 3d, or complete, price 1s. cloth.

THE plan of these grade books is excellent, and, for the simple purpose of teaching the English language and arithmetic, they are unexceptionable. So good are filey in these respects, that we should hope to see them pass into the hands, not merely of every schoolmaster, but into those of parents of the middle and upper classes, and into all the schools of the kingdom, until they become as well known as Goldsmith and Pinnock.

By the same Authors, nearly ready, in 12mo. with numerous attractive Woodcuts,

THE GRADE LESSON-BOOK PRIMER, for the use of Infant Schools; introductory to the Grade Lesson Books, now in course of publication as above.

THIS Primer is intended as an easy introduction to the Art of Reading, the same systematic arrangement of the moneyllables being observed as that which characterises the FIRST STANDARD of the Grads Lesson Books. The children,

as in that book, are led by the easiest gradations from one difficulty to another; the selection of words being, however, confined to the easier and more familiar ones.

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THE GRADE LESSON BOOK.

STANDARD III.

REQUIREMENTS OF THE 'REVISED CODE.'

READING:—A short paragraph from an elementary reading-book used in the school.

WRITING: —A sentence from the same paragraph slowly read once, and then dictated in single words.

ARITHMETIC:—A sum in any simple rule as far as short division (inclusive).

NOTICE TO THE TEACHER.

The reading lessons are intended to be used consecutively.

The column of spelling at the top of each reading lesson should be learnt before the lesson is read, the words having been beforehand carefully pronounced by the teacher in the hearing of the class. The words are divided as nearly as possible according to their pronunciation. Their etymology has also been considered.

The arithmetical exercises, over a thousand in number, are intended for individual practice, without which very few of the pupils will reach the 'standard.'

A few script lessons are given as models.

The special dictation exercises are intended, first to be copied by the pupil, and afterwards written from dictation. They may be also used as a reading lesson.

III.

THE STONE THAT RE-BOUND-ED.

grey-head-ed like-ly	al-ways miss-ing	stand-ing look-ing
pleas-ant	peo-ple	drop-ped
be-sides	flit-ting	mo-ment
an-oth-er	joy-ous	griev-ed
reas-on	swal-low	re-bound-ed

'Oh! boys, boys, don't throw stones at that poor crow,' said an old, grey-headed man.

'Why, sir,' said a little fellow; 'she makes

such a croaking that we can't bear her.'

'Yes; but she uses the voice God gave her, and it is likely that it is as pleasant to her friends, as yours is to those who love you. Besides, I have another reason why I don't want to have you stone her. I am afraid the stone will rebound, and hurt you.'

'Rebound! we don't know what you mean.'
'Well, come, and I will tell you a story!'

We shall like that, sir. Is it a true story?

'Yes, every word is true. Fifty years ago I was a boy like you, and I used to throw stones. One day I went to work for some very kind old people. No one else had so many birds' nests under the roof of their barn. No one had so many pets that seemed to love them, as they. Among others was a very tame swallow. When the winter was gone she came and built her nest near their house, and she seemed quite at home. One day she was standing on a post near

her nest, and was looking at me without the least fear, as much as to say, "You won't hurt me." I found a nice stone, and poising my arm, I threw it with my utmost skill. It struck the poor swallow on the head, and she dropped dead! I was sorry the moment I saw her fall; but it was all done. I said nothing to the kind old people. But through a grandchild they found it out, and, though they never said a word to me, I knew they mourned for the bird, and were deeply grieved that I had been so cruel. I could never look them in the face again, as I did before. Oh, that I had told them how sorry I was! They have been dead many years, and so has the poor bird; but don't you see how that stone re-bound-ed and hit me? For fifty years I have never spoken of this, but if it shall prevent you from throwing a stone that may rebound, and make a wound in your con-sci-ence that will not be healed in all your life, I shall rejoice!'

The boys thanked the aged man, dropped their stones, and never troubled the crow again.

-	Learn Mu	TIPLICATION Ta	ON. ble by 2.	
2701 $\frac{2}{2}$	$3\overset{(2)}{186}\\2$	$4218 \\ 2$	8326 2	7163
(6) 3827 2	8706 2	(8) 9897 2	$ \begin{array}{c} \hline (9) \\ 7784 \\ 2 \end{array} $	$\frac{-2}{(10)}$ 8397
	and Note 1	B 2		

PRESENCE OF MIND.

pres-ence	hors-es	Thorn-hill
val-ue	dan-ger	scaf-fold
be-cause	hold-ing	build-ing
sup-pose	jump-ed	ma-sons
run-ning	dash-ed	back-wards
blank-et	like-ly	be-lieve

A little girl named Lucy once asked her mother, 'What is presence of mind, mother?'

'Why do you ask?' said her mother.

'Because at school to-day our teacher was speaking about the way poor Widow Grant's boy had been burned, and she said, if the mother had had presence of mind, it would not have taken place. What did she mean?'

'I suppose, that if Mrs. Grant, instead of crying and running for help, had snatched a blanket from the bed, or the hearth-rug, and rolled the child in it, the flames would have been soon put out.'

'Is that presence of mind, mother? Is it in

a blanket?

'No, my child, it is a thing in the mind. It means, to be calm and quiet in the midst of danger, so as to know what it is best to do, and to do it at once. Here is a story which I heard lately. Sir James Thornhill was a famous painter. He had to paint the roof of one of our great churches. He had a large scaffold made for him, just such a one as you may see masons use in building houses.

When his work was nearly done, he was greatly pleased with his success. As the painting was to be seen from a distance, one day he walked backwards, to see how it looked, and he was so pleased to see that it seemed more lovely at each step he took, that he quite forgot where he was. Just as he had got to the very edge of the scaffold, and a step more would have sent him over, one of those who helped him looked round, and saw the dreadful danger he was in. What do you think he did?'

'I suppose he screamed to Sir James to take care.'

'I am afraid you or I would have done so. No, his friend had true presence of mind. He seized a brush filled with paint, and dashed it across the painting, spoiling, in a moment, what it had taken Sir James weeks to do.'

'Oh, mother, how cruel! No, I see, I see!

Sir James would run forwards then.'

Just so; he sprang forwards, full of surprise and anger. But when his friend showed him where he had been standing, he returned thanks to God, as well as to him who had been the means of saving his life.

DIVISION.

2)8329	Learn Divis. (2) $2)7174$	(3) (2)9618	$\overset{(4)}{2})10014$
2)8107	2)9 1 76	2)6010	2)10181

THE ROUND BALL THAT FLOATS IN THE AIR.

won-der-ful	reach-ed	what-ev-er
fleec-y	cov-er-ed	be-neath
sur-pri-sing	high-er	moun-tains
pleas-ant	sil-ver-y	feath-er-y
crick-et	stretch-es	con-stant-ly
stee-ple	drear-y	peo-ple

There is a most wonderful ball, that floats in the pure air, and has fleecy clouds hanging all around it.

You will, as you get older, hear many surprising and pleasant things about this ball. At present I can only tell you a few of the

wonders that belong to it.

First about its size. It is a very large ball, much larger than any you are in the habit of playing with. And if, when the snow is on the ground, you were to make an immense snow-ball, and keep rolling it over and over in the snow until it got as large as a house, or the top of it reached as high as the church steeple, still this snow-ball could not compare in size with the wonderful ball I speak of.

It is so large that trees can grow on it, and men, and women, and children, live on it. In some places it is soft and green, in others it is steep and rough, covered with great hills much higher than any you have ever seen, so high that if you look up ever so far

you cannot see the tops of them. In some places there are no hills at all, but quiet little ponds of blue water where the white waterlilies grow, and silvery fishes play among their long stems. Then on another side of the ball there are no ponds, but a dreary look-out, which I am afraid you would not like at all -a great plain of sand, which stretches away farther than you can see, on every side. There are no trees, and the sunshine beats down, almost burning whatever is beneath it. If you could see another part of the ball you would find that Jack Frost had been very busy there, for you would see mountains of ice, and drifts on drifts of snow, while the air would be thick with the feathery flakes constantly falling.

Now this ball, so white and cold, so soft and green, so dreary and rough, as it floats along in the sweet blue air, with the flocks of clouds about it, is that on which you live. Wise men have found that this earth is just such a ball; and by-and-by we shall tell you

much more about it.

MULTIPLICATION.

Learn Multiplication Table by 3.
(2) (3) (4)

7142 -3	8392 3	7678 3	(4) 8288 <u>3</u>	7890 3
(6) 8643 3	9987 <u>3</u>	(8) 8274 3	9121 -3	$9876 \\ 3$

THE LITTLE BOY AND THE SHEEP.

dew-y	nip-ping	fleece
pleas-ant	chill-y	wint-ry
eat-ing	scant-y	la-zy
dai-sies	mer-ry	some-thing
e-ven-ing	wool-ly	mas-ter

Lazy sheep, pray tell me why
In the pleasant field you lie,
Eating grass and daisics white,
From the morning till the night.
Ev'rything can something do,
But what kind of use are you?

Nay, my little master, nay, Do not serve me so, I pray; Don't you see the wool that grows On my back, to make your clothes? Cold, ah, very cold you'd be, If you had not wool from me.

True it seems a pleasant thing
Nipping daisies in the spring;
But what chilly nights I pass
On the cold and devy grass,
Or pick my scanty dinner where
All the ground is brown and bare!

DIVISION.

Learn Division Table by 3. (1) (2) (3) (3) (4) (3) (3) (4) (3) (3) (4) (3) (3) (4) (3) (4) (3) (4) (3) (4) (

THE PEOPLE ON THE BALL.

nei-ther	o-cean	nour-ish-ed
ap-pear-ance	coun-tries	moist-en-ed
dif-fer-ent	con-sid-er	gra-ci-ous
in-cli-ned	be-cause	col-our
be-lieve	to-geth-er	col-our wher-ev-er

You read, that some places on the ball we live on are very cold, some very hot, and some neither too hot nor too cold, but just pleasant. In all these places there are people living, some of whom differ greatly in appearance from us. We are white, but the people in the hot sandy places are black; some in other parts are brown. Yet there is one truth you must always remember, and that is, that all these people, whatever their colour, are brothers and sisters.

Perhaps you feel inclined to say, 'How can that be? Sally and I, and Tom and James, are brothers and sisters, because we have the same father; but as for those people, I cannot believe them to be brothers and sisters at all.'

Now, let us suppose that your sister Sally and brother Tom should go far away, in a ship, across the ocean, to the warm countries where the sun would burn their faces and hands, and make them so brown you would hardly know them, would they not still be your sister Sally and brother Tom?

You will, no doubt, say 'Yes' to this; but, perhaps, you think 'our father is not the

father of the children in those countries for all that.'

Let us see now what makes you think him your father. Because he loves you so much, and gives you all you_have—clothes to wear, and food to eat, and fire to warm you?

Did he give you that cotton frock, or shirt you have on? Where did the cotton come from?

It grew in the hot fields of the South. Your father did not make it grow, neither did any man. It is true a man—a poor black man—put the little seeds into the ground; but they would never have grown if the sun had not shone, the soft earth nourished, and the rain moistened them. And who made the earth, and sent the sun and the rain? Was it not our gracious God, who causes all things in this and other lands to yield their fruit in due season? Is He not then the common Father of us all, and must we not all be, if we are His children, whatever our colour, or wherever we live, brothers and sisters?

MULTIPLICATION.

7896	Learn Mr (2) 8791 4	(3) (4) 1083 6058	(5) 9076 4
8976 4	7684 4	(8) 8998 7887 4 4	$\frac{1}{(10)}$ 6985

THE SQUIRREL AND THE MASTIFF.

squir-rel	hon-est	vag-a-bond
mas-tiff	re-joice	frol-ick-ing
watch-ing	for-est	bus-i-ness
pert-ness	stary-ing	ill-tem-per-ed
kick-ing	to-geth-er	a-mu-sing
pelt-ing	re-mem-ber	hap-pi-ness

'What an idle vagabond you are!' said a surly mastiff to a squirrel that was frolicking about in the trees above him.

The squirrel threw a nut-shell at him.

'I've been watching you these two hours,' said the mastiff again, and you've done nothing but dance, and swing, and skip, and whisk that tail of yours about all the time.'.

'What an idle dog you must be!' said the squirrel, 'to sit for two hours watching me

play.'

None of your pertness. I had done all

my work before I came here.'

'Oh, oh!' said the squirrel; 'well, my work's never done. I've business up in this tree that

you know nothing about.'

Business, indeed! I know of no business that you have but kicking up your heels, and eating nuts, and pelting honest folks with the shells.

'Fie!' said the squirrel, 'don't be ill-tempered;' and he dropped another nut-shell at him.

'To see the difference there is!' said the

mastiff; 'nothing but play and pleasure for you, up in the green trees amusing yourself

from morning to night.'

'Don't envy me my lot, friend,' said the squirrel; 'for, although I rejoice in the happiness of it, I must remind you it isn't all joy. Summer doesn't last for ever; and what becomes of me, think you, when the trees are bare, and the wind howls through the forest, and the fruits are gone? Remember, that then you have a warm hearth and a good meal to look to.'

'You wouldn't change with me, however,'

said the mastiff.

'No; nor you with me, if you knew all,' said the squirrel. 'Be content, like me, to take together the rough and the smooth of your proper lot. When I'm starving with cold in the winter, I shall be glad to think of you by your pleasant fire. Can't you find it in your heart to be glad now of my sunshine? Our lots are more equal than they seem.'

DIVISION.
Learn Division Table by 4. 4)7896 4)9781 4)7612 4)5431 4)2167 4)8281 4)7162 4)2168 4)9981 4)7163 4)71714 4)81923

THE YOUNG PRINCE'S WISH.

sev-en win-dow play-mates pres-ent a-gainst stand-ing sad-ness	cheer-ful mam-ma pal-ace nev-er roll-ed fath-er	pow-er-ful un-heed-ed en-qui-red an-y-thing what-ev-er ev-er-y-thing
sau-ness	look-ing	floor

Once on a time there was a little boy whose father was king of a large and powerful country. You know that the son of a king or queen is called a prince. When this prince was about seven years of age, his mother, the queen, went into the play-room, and saw her little son at the window looking very sad. The floor was strewn with toys, and he had two little friends for play-mates. Everything that a boy could wish for, or even think of, was sent to him as a present on New Year's day, which had just gone by. If fine things could make him glad, he might indeed be full of joy, more so than any boy or prince in the world. And yet, there they were, all unheeded, on the tables, chairs, and floor, while the prince was standing close to the window with his face against the glass. He was very dull and sad. 'Are you quite well, my child?' said the queen, taking him on her knee. 'Yes, thank you, mamma,' answered the prince, 'quite well.' But still there was the same look of sadness, and his voice was

not at all cheerful in its tone. 'Why do you not play with these nice new toys?' enquired the queen. 'Oh, I have so many, mamma, I do not care for them.' 'Well, my child, is there anything else that you would like? Whatever it may cost you shall have it,' said his 'No, thank you,' said the young mother. prince, 'I want no more things:' and he went back to the window. From it he saw the road to the palace, where the rain fell fast, with a splash, into the mud and water. 'What can I do to please and make you glad?' said the queen. There is one thing, mamma, that I wish very much, but is of no use, you will never let me do it.' The queen would know what he meant, and at last he said, 'How glad I should be if I could but play in that nice mud!' and the tears rolled down his cheeks.

	MUL'	FIPLICAT	ION.	,
	Learn Mult	iplication I	Table by 5.	
$ \begin{array}{c} \begin{array}{c} $	9618 -5	$7876 \\ -\frac{5}{2}$	8032 <u>5</u>	7178
(6) 8192 5	9176 <u>5</u>	(8) 8273 	$\begin{array}{c} (9) \\ 6710 \\ \phantom{00000000000000000000000000000000000$	(10) 6089 5
97634 5	$ \begin{array}{r} (12) \\ 87006 \\ \underline{} \\ 5 \end{array} $	9	(13) 7634 5	82178

DON'T KILL THE BIRDS.

pret-ty	dis-turb	tune-ful
joy-ous	war-ble	pleas-ant
chill-ing	win-ter	pres-ence
a-mong	in-no-cent	wher-e-'er
cheer-less	warm-est	dis-pense

Don't kill the birds,—the pretty birds,
That sing about the door,
Soon as the joyous spring has come,
And chilling storms are o'er.
The little birds, how sweet they sing!
O let them joyous live;

And never seek to take that life, Which you can never give.

Don't kill the birds,—the little birds,
That play among the trees;
'Twould make the earth a cheerless place,
Should we dispense with these.

The little birds—how fond they play!—
Do not disturb their sport,
But let them werble forth their songs

But let them warble forth their songs, Till winter cuts them short.

Don't kill the birds,—the happy birds,
That bless the fields and grove;
So innocent to look upon,
They claim our warmest love.

The happy birds—the tuneful birds,
How pleasant 'tis to see!

No spot can be a cheerless place, Where'er their presence be.

BIRD IN A CAGE.

O, who would keep a little bird confined, When cowslip-bells are nodding in the wind; When every hedge as with 'Good-morrow' rings,

And, heard from wood to wood, the blackbird

sings?

O, who would keep a little bird confined In his cold wiry prison? Let him fly, And hear him sing, 'How sweet is liberty!'

DIVISION.

Learn Division Table by 5

5)1919	5)8732	$5)\frac{(3)}{6412}$	$5)\frac{(4)}{79}16$
5 <u>)3018</u>	5 <u>)7174</u>	5 <u>)1823</u>	• 5 <u>)1936</u>
5)7481	5)3210	5)62174	5)79812
5 <u>)83027</u>	5) <u>91</u> 6	14) 3214 5)	(15) 890 3217

Write the dividends in words.

in.

THE DISCONTENTED ASS.

be-numb-ed	un-bear-a-ble	dis-com-fort
ob-li-ged	pro-vi-sions	rav-en-ous
nat-u-ral-ly	scarce-ly	del-i-cate
pleas-ant	qui-et-ly	ex-claim-ed
ar-ri-ved	an-i-mal	hin-der-ed
au-tumn	im-port-ance	suf-fer-ers.

A poor ass, benumbed with cold in the middle of the winter, longed for the spring. It came soon enough, and master Neddy was obliged to work from morning till night. This did not please him, for he was very idle, as most asses are. He wished to see the summer, that season, he thought, being much more pleasant. It soon arrived.

'Ah! how hot it is,' he cried; 'I can't bear the heat; the autumn would suit me better.'

He made a mistake again; for, when autumn came, he was obliged to carry to market, hampers full of pears, apples, and cabbages, and all sorts of things. He had no rest. He had scarcely time to sleep.

'What a fool I was to complain of the winter!' said he. 'I was cold, it is true, but at least I had nothing to do but to eat and drink, and I could lie down all the day long on my litter, like an animal of importance.'

Every season of life has its pleasures and discomforts. If we are wise we shall not complain of any.

THE WOLF AND THE DOG.

A wolf, a great lover of sheep, as they all are, was looking with ravenous eyes at a pretty little lamb.

'What a delicate morsel!' he exclaimed.

But a watchful dog hindered the hungry animal from seizing its prey.

'Cursed dog!' said he, 'if thou wast alone thou would'st not bark so much, I warrant it.'

One day, passing near the gate of a great yard, he saw the faithful animal.

'Oh! oh!' said he, 'here is a beautiful

chance for me to be revenged.'

He goes into the yard at once, and sees no one. The dog barks as he retires, and some servants come and shut the gate. Behold then master wolf is nicely caught. The master soon arrives with a gun and kills him.

If we harbour feelings of revenge, we are often the greatest sufferers from our evil de-

sires.

MULTIPLICATION.

TOMMY AND PIGGY.

kind-ly	caught	good-na-tured
break-fast	wo-ful	hap-pen-ed
act-ive	pu-pil	un-grate-ful
ram-bled	wrong	at-ten-tion
bask-ing	re-sult	shew-ing

'If you want to make animals tame,' said Mr. Barlow, 'you must be good to them and treat them kindly; then they will no longer fear you, but come to you and love you.'

'Indeed,' said Harry, 'that is very true. I knew a little boy who took a great fancy to a snake that lived in his father's garden. When this boy was getting his breakfast, he used to sit under a tree and whistle. Then the snake would come to him and eat out of his bowl.'

'And did it not sting him?' asked Tommy.
'No,' replied Harry, 'it did not hurt him in the least.'

Tommy was much pleased to hear all this, and, being an active and good-natured boy, he thought he would try his hand at taming animals. So he got a large slice of bread from the cook, and went out in search of some beast that wanted taming.

The first he happened to meet was a sucking pig. Piggy had rambled from his mother, and was basking in the sun. Tommy thought he would not let so fine a chance slip. So he called, 'Piggy, piggy, come little piggy.' But the silly pig only grunted and ran away.

'O you ungrateful little thing,' said Tommy, 'is that the way you treat me when I want to feed you? If you do not know your friends when you see them, I must teach you.' So saying, Master Tommy sprang after piggy and caught him by the hind leg. For did he not want to give him a nice slice of bread?'

But piggy squeaked so loudly that the old sow came running up to see what was the

matter with her baby.

Tommy was not certain she would be pleased with the attention he was shewing to piggy, so

he thought it best to let him go.

The youthful porker, glad to get away, took the shortest cut. This was between Tommy's legs, and it threw him down in the mud. Up ran the sow and rolled him in the mire.

Mr. Barlow, hearing the noise, came out, and found his pupil in this woful plight. So he asked what was the matter. 'Oh, sir,' said Tommy, 'this all comes of taming animals. I wanted to make piggy there love me.'

'Ah!' said Mr. Barlow, 'I see. You do not seem to know there is a right way and a

wrong way of doing a thing.'

DIVISION.

	Learn Divisi	on Table by 6.	
$6\underline{)7101}$	6)8167	6 <u>)9999</u>	$6\underline{)1000}$
(5) 6)7008	(6) 6)80 1 0	(7) 6 <u>)7186</u>	(8) 6)8 219

GEORGE WASHINGTON AND HIS HATCHET.

hatch-et	· mis-chief	ev-er-y-thing
pres-ent	trem-bled	fa-vour-ite
walk-ed	tempt-ed	sum-mon-ing
fell-ing	cour-age	re-pli-ed
hack-ing	fath-er	an-ec-dote
pass-ing	thous-and	pun-ish-ed
guilt-y	false-hood	a-sha-med

When George was a little boy some one gave him a hatchet. He was much pleased with his present, and walked around the house, trying its keen edge upon everything which came within his reach. At last he came to a favourite pear tree of his father's, and began to try his skill in felling trees. After hacking upon the bark until he had quite ruined the tree, he became tired and went into the house.

Before long, his father, passing by, beheld his favourite tree quite spoilt, and, going into the house, asked who had been guilty of such mischief. For a moment George trembled and was silent. He was strongly tempted to say he knew nothing about it; but summoning all his courage, he replied, 'Father, I cannot tell a lie. I cut it with my hatchet.'

His father clasped him in his arms, and said, 'My dear boy, I would rather lose a thousand trees than have my son a liar.'

This little anecdote shews that George Washington, when a boy, was too brave and

noble to tell a lie; he said he would rather be punished than utter a falsehood. He did wrong to cut the pear tree, though perhaps he did not know how much harm he was doing. But had he denied that he did it, he would have been a coward and a liar. His father would have been ashamed of him, and would never have known when to believe him.

If little George Washington had told a lie then, it is very likely that he would have gone on from falsehood to falsehood, till everybody would have despised him. And he would thus have become a disgrace to his parents and friends, instead of a blessing to his country, and an honour to the world. No boy, who has the least portion of that noble spirit which George Washington had, will tell a lie. It is one of the most degrading sins, and there is no one who does not regard a liar with contempt.

MULTIPLICATION.

	Learn Mu	Itiplication T	able by 7.	
7178	9196	8927	8396	$\begin{array}{c} (5) \\ 4520 \end{array}$
7		7	7	
(6) 8717	6919	(8)	(9) C000	$\begin{array}{c} (10) \\ 1254 \end{array}$
8717	6919 7	7298 7	6938 7	$\begin{array}{c} 1254 \\ 7 \end{array}$

THE BEGGAR MAN.

wint-ry fag-ot	drear-y drift-ing	warm-ed warm'd
bla-zing	hos-pit-a-ble	stiff-en-ing
im-plore	wear-y	stiff'ning
hiss-ing	froz-en	com-fort-a-ble
toil-some mount-ain	beg-gar	cheer-ed
mount-am	pal-lid	cheer'd

Around the fire, one wintry night,
The farmer's rosy children sat;
The fagot lent its blazing light;
And jokes went round with careless chat.

When, hark! a gentle hand they hear Low tapping at the bolted door; And thus, to gain their willing ear, A feeble voice they heard implore:

'Cold blows the blast across the moor; The sleet drives hissing in the wind; You toilsome mountain lies before, A dreary treeless waste behind.

'So faint I am—these tottering feet
No more my feeble frame can bear;
My sinking heart forgets to beat,
And drifting snows my tomb prepare.

'Open your hospitable door,
And shield me from the biting blast:
Cold, cold it blows across the moor,
The weary moor that I have pass'd!'

With hasty steps the farmer ran,
And close beside the fire they place
The poor half frozen beggar man,
With shaking limbs and pallid face.

The little children flocking came,
And warm'd his stiff'ning hands in theirs,
And busily the good old dame
A comfortable meal prepares.

Their kindness cheer'd his drooping soul;
And slowly down his wrinkled cheek
The big round tears were seen to roll,
And told the thanks he could not speak.

The children, too, began to sigh,
And all their merry chat was o'er;
And yet they felt, they knew not why,
More glad than they had done before.

		ISION.	•
7 <u>)7178</u>	Learn Divis (2) $7)8214$	ion Table by 7. (3) $7)8976$	7)8214
7)2183	$7)\frac{(6)}{3189}$	7)9813	$7)^{(8)}_{2176}$
(9) 7 <u>)8888</u>	7)9264	7)92186	$7)\underbrace{81432}_{(12)}$
(18) 7)917	26 7 <u>)</u> 8	14) 9999 7)	(15) 710312

THE BEES.

hon-ey	cov-er	gar-den-er
gar-den *	bus-y	cu-ri-ous
stu-pid	hum-ming	a-wa-ken-ed
a-gainst	sum-mer	re-turn-ed
neigh-bours	brim-stone	sure-ly
dis-tance	for-got	flow-ers

Three bee-hives stood in a row under the wall of a garden full of flowers.

When the warm long days of summer were

over it was time to take the honey.

Just at dusk, one hive that felt very heavy was taken into a brewhouse, and some brimstone burnt under it to make the bees stupid till their honey could be poured out of the white cells of wax. A great deal of the best honey was put into a large tub, and the comb set to drain into it. The gardener forgot to throw a cloth over the tub, and little thought what would happen, though a large bee bobbed against him when he was leaving the place for a short time.

The sweet smell of the honey was very strong, and the bee that had been so late at its work found it out. The bee flew away, for it was well laden from the flowers, and all was right and still as before. But when the man returned, the brewhouse was full of bees, and their humming could be heard a long distance off.

There seemed no end to the bees: they

came in on all sides. One of the neighbours came and said, 'What are you doing? I have not a bee left in all my six hives. I saw them set off like a cloud this way. Surely it is not quite fair.' Not at all fair, the poor gardener thought, though he had been careless when he forgot to cover up the tub.

Nothing could stop the bees till they had sucked up every drop of honey—no taste of it was left, even on the sides of the tub. Every bit of the comb was made so thin, and clean, and dry, that it fell into dust with a

touch.

At last the bees had done their work, and all went home to their own hives. The next day, the neighbours found their hives many pounds more in weight than they had been the day before. There is no doubt the busy bee that at first came buzzing in, had told its friends far and near of the feast, and had awakened them all to get a share of it.

MULTIPLICATION.

	Learn M	ultiplication '	Table by 8.	
2318	$\begin{array}{c} (2) \\ 2136 \end{array}$	7172	1986	7834
9276	(7) 8321	(8) 7777	909 7	(10) 8099
(11) 99999	(12) 80706	(13) 10891	$\begin{array}{c} (14) \\ 83254 \end{array}$	71802
	M	ultiply each b	y 8.	

'IT'S ONLY A LITTLE THING.'

dock-yard	o-cean	built
on-ly	nev-er	piece
rot-ten	wick-ed	a-broad
cap-tain	self-ish	neith-er
peo-ple	lit-tle	man-i-fest

Two men were at work one day in a dockyard, which is a place where ships are built. They had to cut a plank of wood to put into the side of a ship. It was a short plank, and not worth much. As they cut off the chips, they found a worm in the wood - a small worm, not half an inch long. 'This piece of wood is not sound, it has a worm in it,' said one. 'Shall we use it?' 'Yes, I think it may go in,' said the other; 'it will never be seen.' 'But there may be more worms in it, and if so it will be bad for the ship.' 'No, I think not. To be sure it is not worth much, yet I do not wish to lose it. Come, put it in; we have seen but one worm. It is only a little thing.' The plank was put in, and when the ship was first seen upon the waves it was a fine sight, and all were glad to see friends go on board of her.

She went to sea, and for a few years all was well; but at length, when far from shore, it was found that she grew weak and rotten. Many planks were full of holes made by worms. The captain thought he would try to sail her home. He had rich goods, in the ship, and

many people on board. A storm came on, and for a time the ship bore it well, till a plank, which was not sound, gave way. There were two pumps, and the crew worked at them day and night; but the water came in so fast, they could not pump it out. This went on for a day or two, and the ship was soon full of water, so that she sank down under the dark blue waves of the ocean, and all that was in her, never to be seen again.

This came to pass from 'only a little thing.' All was lost by the use made of a piece of wood with a small worm in it. How much harm may be done by one wicked, selfish act! The man would not lose a piece of wood, though he knew a worm was there when he built the ship, and he thought it would never be seen. He forgot, or did not know our Saviour's words, 'For nothing' is secret that shall not be made manifest; neither anything hid that shall not be known and come abroad.'

[V]		

	Learn Divisi	ion Table by 8.	
2178	$\begin{array}{c} (2) \\ 2943 \end{array}$	7129	3856
(5) 5128 .	(6) 9174	(7) 6985	(8) 5670
(9) 4 936	$\begin{array}{c} (10) \\ 5042 \end{array}$	(11) 92385	79402
$\begin{array}{c} (13) \\ 60704 \end{array}$	532 532	l4) 251 '	(15) 710189
00.01		each by 8.	

THE REINDEER.

rein-deer an-i-mals	har-ness-ed	coun-try
coun-tries	cou-ple fast-en-ed	re-spect
Lap-land-ers	en-a-bled	re-gi-ons a-bounds
pur-po-ses	en-tire-ly	brows-es
trav-el-ling	cov-er-ed	pas-ture
car-ri-age	lich-en	herb-age

The reindeer is the most useful of all animals to the people who dwell in cold countries. The place in which it most abounds is called Lapland, and it serves the people who are called Laplanders, for the same useful purposes as the horse, the cow, and the sheep serve us.

Lapland being very cold, its lakes and rivers are frozen over a great part of the year. For travelling, the people have a carriage called a sledge. This is formed something like a boat, with a back-board for the rider to lean against. The reindeer is harnessed to this, and bounds over the ice or hard snow with great swiftness. It is said that a couple of reindeer yoked to a sledge, can travel a distance of more than a hundred miles in a day, with a heavy load behind them.

The traveller is tied in the sledge like a child in its cradle. He holds the rein, or halter, which is fastened to the deer's head, on his right thumb. When the driver is ready to start, he shakes the rein, and the animal springs forward with great speed. He

now directs its course by the rein, and by his voice; he sings to it as he goes along, speaks kindly to it, and cheers it on its way. He never strikes or hurts it, for he loves the animal too much to be cruel to it.

The Laplanders are thus enabled to travel in winter by night and by day, when the whole country, far and wide, is entirely covered with snow, and scarcely a hut or tree is to be seen. In this way they travel from one part of Lapland to enother in a year, short space of time.

to another in a very short space of time.

Thus the reindeer serves the Laplanders instead of the horse. It gives them also milk, of which they make butter and cheese, thus standing in the place of the cow; and of its skin they make themselves tents, bedding, and clothing; being in this respect better to them than the sheep would be.

The food of the reindeer does not cost the Laplanders much, for in winter he lives on a kind of moss called lichen, which abounds in cold regions; and in summer he browses upon the shrubs and plants he finds on his march.

MULTIPLICATION.

	Learn M	ultiplication ?	Table by 9.	
$2\overset{(1)}{3}{4}9$	3176	2048	8731	2184
9487	8762	(8) 3 089	(9) 7018	(10) 9736
47893	$\begin{array}{c} (12) \\ 82561 \end{array}$	$\begin{array}{c} (13) \\ 10987 \end{array}$	$\begin{array}{c} (14) \\ 30486 \end{array}$	71083
	Mı	atiply each l	оу 9.	

THE IDLE DROP.

ti-ny whis-per-ed glor-i-ous bos-om pa-tient ev-er-v parch-ed lil-y en-deav-our for-est small-est sphere tar-ry foam-ing as-sign-ed sport-ing to-geth-er hum-ble sun-beams might-y will-ing

As the little rain-drop clung
To the bosom of the cloud;
Very sadly thus it spake,
While it well nigh wept aloud:—

'Such a tiny drop as I,
Pray thee, do not let me go;
My humble work were nothing
On the large round earth below.

'If the tender blades are parched,
Or the corn is very dry;
There is nothing I can do,
Such a tiny drop as I.

'I cannot swell a river,
Or fill a lily's bell;
And I surely should be lost,
In the forest or the dell.

'I pray thee let me tarry
In the blue and sunny sky;
A sporting mid the sunbeams,
Such a tiny drop as I.'

'I know you are a little drop,'
The cloud it whispered low;

'And yet how sad a thing 't would be, If every drop said so.

'You cannot clothe the meadows wide
In fresh and living green;
Each has its bit of work to do,
The little blades between.

'You cannot form the smallest rill, Or swell the foaming tide; But as you flow on, drop by drop, Together, side by side.'

In the great and glorious works,
The mighty Lord has done;
'T is the patient slow endeavour
Of every little one.

Each has its humble sphere to fill, Each has its lot assigned; Each can its little burden bear, • With firm and willing mind.

DIVISION.

	Learn Divis	ion Table by 9.	
(1) 3218	7189	$\begin{array}{c} (3) \\ 8342 \end{array}$	(4) 5607
(5) 3298	(6) 2174	(7) 8261	$\begin{array}{c} (8) \\ 7843 \end{array}$
8243	(10) 8108	80912	$\begin{array}{c} (12) \\ 30714 \end{array}$
(18 261) (85 32	14) 2147 7 .	(15) 10181

Divide each by 9.

THE GUNPOWDER HARVEST.

ridg-es	on-i-on	pur-po-ses
A-mer-i-ca	Eng-lish-man	in-just-ice
di-vi-ded	Ind-i-ans	con-fi-dence
re-ceiv-ing	be-liev-ing	hon-est-y
art-i-cles	ca-ger-ly	pol-i-cy
sup-pli-ed	o-ri-gin-al	calm-ly

A tribe of American Indians had for some time dealt with a very honest English merchant, who sold them gunpowder and other things, receiving furs in exchange.

Once a French dealer came with a large stock of gunpowder for sale or barter. Finding, however, that they were well supplied, and did not, therefore, intend to buy, he thought of a trick to get rid of it at a good price.

He, therefore, went to the open fields, and made some long ridges in the ground. He then mixed some onion seed and gunpowder together, and began sowing them in the trenches. When the Indians saw him, they flocked round him and asked him why he sowed the gunpowder. He replied, 'to grow, as that is the way to increase my stock most rapidly.'

The Indians now blamed the Englishman for not having told them it would grow; and when, after a few days, they saw the onion seed springing up, they, believing it was the gunpowder growing, eagerly bought the Frenchman's stock at a high price.

But after a time the Indians found that no

gunpowder grew on the onions as they came up, and they thus found out how they had been cheated. Some time after, the Frenchman, who was afraid to come himself, sent a partner of his to the same tribe to trade with them.

By some means the Indians found out that this man was connected with the gunpowder grower, and when he had laid out all his wares before them for the purpose of barter, they very calmly helped themselves to everything he had, and went away into the woods.

The man was loud in his complaints of this injustice, and went to the chief of the tribe about it. The old man looked at him in silence for some time, and at last said, 'My children will be sure to pay you as soon as they get in

the Gunpowder Harvest.'

From this time, the same tribe of Indians would not deal with the French for a long period; while the English had more and more the confidence of the Indians, proving clearly that honesty is the best policy.

MULTIPLICATION.

Learn Multiplication Table by 10.

(1)	(2)	(3)	(4)	(5)
184	3178	9287	6284	9176
(6)	. (7)	(8)	(9)	(10)
3178	8104	9076	8102	3097
(11)	(12)		(13)	(14)
81219	8763		ì748	32974
	The state of the s	Contract of the second		The state of the s

Multiply each by 10.

THE JACKDAW.

com-plete-ly trav-el-ling a-mu-sing cock-cha-fers in-tense com-pan-y bee-tles hor-ror lead-en dif-fer-ent re-main-ed plun-ged sev-er-al per-fect-ly shoul-ders ven-tur-ed un-com-mon scat-ter-ing re-du-ced talk-a-tive a-larm-ed

A tame jackdaw I know of was a very amusing bird, and made himself quite at home; in fact, he clearly thought himself the chief person in company, and that the only duty of his master was to wait on him. He was very fond of washing himself, and even in the coldest days of winter, he would come and ask for water, which was always given to him in a large leaden basin. Into this he would hop, after walking round it once or twice, and tasting the water. Then he plunged his head and shoulders beneath the water, and spun round and round in the basin, scattering the water with his wings on every side.

I never saw him alarmed, except twice. Once when I caught him in a net, and once when he was travelling, and put his head out of the carriage window. The trees seemed rushing by, and this struck him with such intense horror, that he dived back into his basket, thrust his bill between the chinks, and remained perfectly silent for at least half an hour, a most uncommon thing with him. At last, he

feebly cried 'Jack,' but did not stir, and it was not until he had drunk some water, that he became lively and talkative as usual.

He used to eat oats in a very clever way. He held down each grain with his foot, and with one blow and twist of his beak, com-

pletely shelled it.

He was very fond of large insects and mice. The cockchafers and beetles he seized, and, with one bite across the throat, killed them. He then picked off the heads, legs, and wings, and ate only the remaining parts. But with a wasp or bee the case was very different. He would hop round it several times, and, at last, make a great peck at it, and throw it up in the air. After a little while he would make another peck; but he never ventured to carry the bee away until it was reduced to a shapeless mass.

DIVISION.

	Learn Divisi	on rable by 10.	A STATE OF THE STA
7162	8304	(3) 9186	$\begin{array}{c} (4) \\ 2108 \end{array}$
7010	2149	(7) 8326	7014
(9) 8 937	(10) 5678	82316	92718
(13 3190	$\frac{1}{08}$ $\frac{1}{710}$		$\begin{array}{c} 15) \\ 0172 \end{array}$

Divide each by 10, and write the dividends in words.

THE PARTRIDGE.

Green-land	des-pair	dif-fer-ent
part-ridge	dan-ger	en-e-mies
feath-ers	fif-teen	fam-i-ly
doub-ly	scarce-ly	en-ti-ced
plu-mage	pa-tient	sev-en-teen
pro-tect	min-utes	ex-act-ly
cov-ey	twen-ty	in-stant-ly

The partridge is a bird which is known nearly all over the world, in hot as well as in cold countries. There are many different sorts

of this bird, but all are used for food.

In Greenland, the partridge, which is brown in summer, becomes quite white as winter draws near, and is then clothed with a warm down beneath its feathers. Thus it is doubly fitted for the place by the warmth and colour of its plumage; the one to protect it from the cold, and the other to prevent its being seen by its enemies.

On the shores of Hudson's Bay, in the winter season, thousands of partridges may be seen feeding on the willow tops peeping above the surface of the snow. They shelter and roost by burrowing beneath it; and, to escape from danger, will even dive under it as a duck does in water, and rise again at a distance of

many yards.

In this country it is very fond of corn-fields, where it makes its nest on the ground. A family of partridges is called a covey.

The female bird is very fond of her young ones, and does all she can to protect them from harm. When a dog or any other animal of which she is afraid comes near, she uses every means to draw him away from her nest. She keeps just before him, pretends she cannot fly, just hops up, and then falls down before him, but does not go right away until she has enticed him to some distance from her nest. Then she takes wing, and fairly leaves him to gaze after her in despair. After the danger is over and the dog gone, she calls her young ones, who come running up and follow where she leads them. There are from ten to fifteen in a covey, and, if left alone, they live from fifteen to seventeen years.

A brace of partridges once made their nest in a field, and as scarcely anyone ever came into it, they thought it a very safe place. When sixteen eggs had been laid in it, the hen bird began to sit on them to hatch them by the warmth of her body. She had sat for a long time, when some men came into the field with horses and ploughs, and set to work. They began at the farther end of the field, but soon they came nearer and nearer, till one of the horses almost stepped on the careful patient mother, who did not fly off till then. But even when there was so much danger, she did not desert her nest, for she came back again instantly. The plough passed on, and in about twenty minutes returned, making a furrow

exactly in a line with the nest; and now you will think the poor partridge must perish with her eggs. No! The nest was there indeed, but it was empty. The hen and her mate had carried off every one of the eggs, and placed them in a new nest under a hedge. There the hen sat on them for a few days longer, when fifteen of them were hatched, and got off safe and sound; but they never knew what trouble and care their poor mother had felt for them.

In this country partridges are sometimes caught in nets, and at others shot. Men use dogs called *setters* to find where the birds are. As soon as a setter sees a covey, he crouches down and looks at them, till his master catches or shoots them.

MULTIPLICATION.

Learn Multiplication Table by 11.

$\begin{array}{c} (1) \\ 7614 \end{array}$	$\begin{array}{c} (2) \\ 8327 \end{array}$	(3) 9081	(4) 3906	7182
$\begin{array}{c} (6) \\ 2198 \end{array}$	$\begin{array}{c} (7) \\ 6742 \end{array}$	(8) 9818	(9) 7019	(10) 8167
(11) 37089	91807	(13) 86321	97654	$\begin{array}{c} (15) \\ 80217 \end{array}$

Multiply each by 11.

IF EARLY TO BED.

earl-y health-y doc-tor coun-sel you'll sel-dom a-sleep a-wake wealth-y

If early to bed,

And early to rise,

You'll be as they tell me,

Both wealthy and wise.

If health you would keep, This counsel you'll take, Be early asleep, and Be early awake.

'Tis good for your health, 'Tis good for your purse, No doctor you'll need, and But seldom a nurse.

Then early to bed,

And early to rise,

If you would be healthy,

And wealthy, and wise.

DIVISION.

r	Learn Divis	ion Table by 11.	
7108	9712	8271	$\begin{array}{c} (4) \\ 9654 \end{array}$
(5) 8312	(6) 9876	(7) 8372	(8) 9819
(9) 8887	$\begin{array}{c} (10) \\ 8923 \end{array}$	(11) 60718	93217

Divide each by 11.

61084

THE THREE SILVER TROUTS.

(A Fairy Tale.)

pro-tect-ed ig-nor-ant mis-er-a-bly de-light-ful know-ledge un-der-stood dis-con-tent-ed Prov-i-dence con-ceal-ed com-plain-ing des-pi-sed hap-pi-est

There were three little silver trouts who lived in a stream of clear water which ran between two green banks. The banks protected it from the wind and storms, and as the sun shone

there, it was a very delightful place.

As they had plenty of food, you would have supposed them to be perfectly happy. But, alas! it was not so. They were so foolish as to be discontented, and when they were heard complaining, a fairy appeared to them and told them that each might wish for whatever he pleased, and it should be granted.

So the first trout said, 'I am tired of moping here in the water. I should like to have

wings to fly in the air as the birds do.'

The next said, 'I am a poor ignorant little fish. I should like to understand all about hooks and nets, so as to keep out of danger.'

The other little trout said, 'I, too, am a poor ignorant little fish, and for that reason I do not know what is best for me; my wish is, that a kind Providence would take care of me, and give me just what He sees best for me.'

So the fairy gave wings to the first, and he was very happy. He liked so much to fly,

that he flew away off, off, off, till he came to a great desert, where there was no water. By this time he was tired of flying, and was faint and thirsty; but he could see no water. He tried to fly farther, but could not; his wings failed, and he fell down panting on the hot

sand, where he died most miserably.

And to the second little fish was given knowledge, to understand all kinds of danger; but instead of being happier, he was always in terror. He was afraid to go into deep water, lest the great fishes there should swallow him up; and he was afraid to go into shallow water, lest it should dry up and leave him. If he saw a fly, or anything that he would like to eat, he did not venture to touch it lest there should be a hook concealed under it. So he pined away, and died also.

But the other little trout was kept from all dangers; so that he was the happiest little

trout that ever lived.

Which of these little fishes was the wisest, and which of them would you desire to be like?

	MU)	LTIPLICAT	IÓN.	
	Learn Mul	tiplication T	able by 12.	
2108	$\begin{array}{c} (2) \\ 3976 \end{array}$	(3) 8094	7632	(5) 7777
(6)	(7)	(8)	(9)	(10)
8627	9180	7018	6025	3079
36987	91083	76218	$\begin{array}{c} (14) \\ 48971 \end{array}$	701180
30301		ltiply each by		.01100

THE FOX AND THE RAVEN.

field ob-serv-ing be-gan de-lu-ded mad-am neith-er new-ly fa-vour o-pen-ed doubt caught com-pan-y laugh-ing char-ac-ter a-mong fol-ly flat-ter-ers harm-less

A fox, observing a raver on the branch of a tree, with a fine piece of cheese in her mouth, began to think how he might get it.

Dear madam! said he, 'I am glad to see you this morning; you have such a fine shape, you are the joy of my cyes; and would you but favour me with a song, I doubt not but your voice is equal

to your other charms.' Deluded with this speech, the raven opened her mouth to let him hear her sing, when down dropped the cheese, and away ran the fox with it, laughing at her folly.

Bervare of Flatterers.

BAD COMPANY.

A man once set a net in his field to take the cranes and geese which came to feed upon the newly sown corn. One day he caught among the geese a stock. The stock begged hard for his life, and

said he was neither a goose nor a crane, but a poor harmless stork, who did his duty at home, fed his parents, and, when they were old, took them from place to place on his back. 'All this may be true,' said the man, 'but as I have taken you in crime and in bad company, you must die too.'

		ISION.	
	Learn Divisio	n Table by 12.	
(1)	(2)	(3)	(4)
7634	8219	9317	8214
(5)	(6)	(7)	(8)
7632	2186	6812	9347
(9)	(10)	(11)	(12)
7493	8888	76142	82564
(13)	(1	4)	(15)
39781	800	008 90	01076
	Divide ea	ich by 12.	

THE EL-E-PHANT.

el-e-phant	dif-fi-cult	do-cile
know-ledge	en-clo-sure	sta-bles
sin-gu-lar	de-grees	do-mes-tic
doub-ling	pris-on-er	i-vo-ry
dis-charg-es	fast-ens	qual-i-ties

The elephant is the largest land animal of which we have any knowledge. It is many times thicker than an ox, and grows to the height of cleven or twelve feet. Its strength, as we may well suppose, is very great; but it is, at the same time, so very gentle, that it rarely does hurt to anything, even in the woods where it lives. It does not eat flesh, but lives upon fruits and branches of trees. But what is most singular about its make is, that, instead of a nose, it has a long hollow piece of flesh, which grows over its mouth to the length of three or four feet. This is called its trunk, and it is able to bend it in all directions. When the elephant wants to break off the branch of a tree, it twists its trunk round one and snaps it off directly; when it wants to drink, it lets its trunk down into the water, sucks up several gallons at a time, and then, doubling the end of it back, discharges it full into its mouth. Beside the trunk, the male elephant has on each side of its mouth a large tusk, which is of great value as ivory.

You may, perhaps, think that the elephant is so strong it cannot be tamed; and it would

be difficult to tame it, did not men instruct those already tamed to help in catching others.

This is the way they do it-

When they have found a forest where these animals resort, they make a large enclosure with strong pales and a deep ditch, leaving only one entrance to it, which has a strong gate left open on purpose. They then let one or two of the tame ones loose, who join the wild ones, and by degrees entice them into the enclosure. As soon as one of these has come in, the gate is shut. The animal, finding himself thus caught in a trap, begins to grow savage, and attempts to escape; but directly, two tame ones of the largest size and greatest strength, who had been placed there on purpose, come up to him, one on each side, and beat him till he becomes more quiet. A man then comes behind, ties a very large cord to each of its hind legs, and fastens the other end of it to two large trees. He is then left without food for some hours, and in that time becomes so docile, as to suffer himself to be led to the stable, where he lives the rest of his life like a horse or any other domestic animal.

MULTIPLICATION.

(1) (2) (3) (4) 71328 89186 71686 60218. Multiply each by 2, 3, 4, 5, 6, 7, 8.

....

MY NATIVE LAND.

jew-els bro-ken
a-bound peo-ple
gleam-ing na-tive
tongues vir-tue
smooth-ly hon-our
re-spect na-tion

It-al-ian coun-try-men gen-er-ous in-her-it for-tune teem-ing

Before all lands, in East or West,
I love my native land the best;
With 'God's best gifts 'tis teeming:
No gold or jewels here are found,
Yet men of noble hearts abound.
And eyes with joy are gleaming.

Before all tongues, in East or West, I love my native tongue the best, Tho' not so smoothly spoken, Nor woven with Italian art; Yet when it speaks from heart to heart,

The word is never broken.

Before all people, East or West,
I love my countrymen the best,
A race of noble spirit:
A soler mind, a gen rous heart,
To virtue trained, yet free from art,
They from their sires inherit.

DIVISION.

(1) (2) (3) (4) (71328 89816 92143 21879 Divide each by 2, 3, 4, 5, 6, 7, 8.

E 2

ANECDOTES OF ELEPHANTS.

In-di-a col-lect-ed se-vere-ly el-e-phants quan-ti-ty ac-ci-dent ac-quaint-ance dirt-i-est cour-age hap-pen-ed dis-charg-ed pas-sion-ate earn-est-ly

There was at Surat, a city in India, where many elephants are kept, a tailor, who used to sit and work in his shed, close to the place to which these elephants were led every night to drink. This man made a kind of acquaintance with one of the largest of these beasts, and used to present him with fruits and other things every time the elephant passed the door.

The elephant used to put his long trunk into the window, and receive in that manner what his friend chose to give. But one day the tailor happened to be in a very ill-humour, and not thinking how full of danger it might prove to provoke an animal of that size and strength, when the elephant put his trunk in at the window as usual, instead of giving him anything to eat, he pricked him with a needle.

The elephant instantly withdrew his trunk, and, without showing any marks of resentment, went on with the rest to drink. But, after he had quenched his thirst, he collected a large quantity of the dirtiest water he could find, in his trunk, which, as you have been already told, is able to hold many gallons. When he passed by the tailor's shop on his

return, he discharged it full in his face with so true an aim that he wetted him all over, and almost drowned him. Thus was the

tailor justly punished for his ill-nature.

One day a very large elephant being seized with a sudden fit of passion, broke loose, and as the keeper was not in the way, nobody was able to appease him, or dared to come near him. While he was running about in this manner, he chanced to see the wife of his keeper with her young child in her arms, with which she was trying to escape from his fury. The woman did her best to get away, but finding herself unable to do so, she turned about, and threw her child on the ground before the elephant. She then spoke to him as follows:-'Have we taken care of you during so many years that you may at last destroy us all? Crush, then, this poor child and me, in return for all the services we have done you."

While she was speaking these passionate words, the elephant came near to the place where the infant lay. But instead of trampling upon him or hurting him, he stopped short and looked at him earnestly, as if he had been sensible of shame and confusion. His fury from that instant abating, he suffered himself

to be led quietly into the stable.

MULTIPLICATION.
(2)
(3)
(4)
71872
98536
Multiply each by
5, 6, 7, 8, 9, 10, 11.

OUR 'GOLD DUST.'

cur-rant cert-ain-ly re-ceiv-ed tug-ged sec-onds thought-ful be-lieve min-utes stamp-ed ex-claim-ed part-i-cles bar-gain splen-did

'Uncle,' said Tom, one day, 'it seems to me your things do n't look as well as they might.' They were in the garden, and 'the things' he meant were the currant bushes.

'I do n't suppose they do,' replied his uncle.
'I'm no great hand at a garden. But what

can you improve?'

'I can try on the currants,' said Tom.

'Suppose you do then, my boy.'

Tom was to live with his uncle for two years, so he had ample time to try the bushes. It took time to restore them; but he worked hard at it, and although at first his uncle did not believe much would come of it, much did come of it. His currant trees in the season were loaded with fruit. People, when they walked in the garden, exclaimed, 'What splendid currants you have!'

'That boy knows how to take care of his

gold dust,' said his uncle.

When Tom went out in life, every account they heard of him told of his success, and gave

promise of his future useful career.

'Certainly,' said his uncle, when people spoke to him about Tom; 'certainly. That boy knows how to take care of the gold dust.'

'Gold dust!' Where did Tom get gold dust? He was a poor boy. Where did he get gold dust? Ah, he had the seconds and the minutes, and these are the gold dust of time—specks and particles of time, which boys, and girls, and grown-up people, are so apt to waste and throw away. Tom had been taught, and he felt their value; so he never spent them foolishly, but only in good bargains; 'for value received' was

stamped on all he passed away.

It is a mistake to suppose that miners and mints have all the 'gold dust.' You, children, have some—some of much greater value than the richest mines can yield. God does not give them to you in gold bars, a day, a month, a year long; nobody can be trusted with so much time all at once; but God wisely deals it out in seconds and minutes so that you can make the most of it. If you are robbed of one, or lose it, the loss is not great. It cannot, to be sure, ever be made up; the whole world cannot ever make up for a minute lost; but if it teach you to be thoughtful and careful of the rest, you will, by-and-by, be rich with the golden years of a useful and happy life.

Take care of your 'gold dust,' children.

DIVISION.

(1) (2) (3) (4)

76189 87042 82318 98716.

Divide each by

5, 6, 7, 8, 9, 10, 11.

Write the dividends in words.

JUMPING TO CONCLUSIONS.

Kitch-en fan-cy al-read-y talk-ing fa-vour-ite scamp-er-ing some-thing com-plain-ing meas-u-ring fel-low in-cli-ned sur-pri-sed be-lieve scem-ing-ly con-clu-sions col-lar whis-per-ed New-found-land

'They're going to hang Snap,' said Frisk, my lady's pet spaniel, as she stood wagging her tail on the top of the kitchen steps looking

out into the yard.

'Well, who'd have thought it!' said Growler. 'But I'm not surprised, when I reflect; that's what master and the groom were talking of yesterday, no doubt, for they looked at him.'

'They 're measuring his neck for a rope,' said Frisk, scampering off.

'Snap's going to be hanged,' said Growler

to Tray.

'Indeed! well I thought he looked very lowspirited all day yesterday. I'm not surprised at all: but are you sure?'

'Oh, I fancy he has the rope round his neck

already.'

'Only think of Snap,' said Tray to Lion,

the large Newfoundland dog.

'What about him?' said Lion, seemingly more inclined to think of something else.

'Going to be hanged, that's all.'

'And enough too,' said Lion. 'When?'
'Oh, I doubt if he is n't hanged already; I fancy the rope was about his neck some time

ago.

'Poor fellow! what 's it for?'

'I can't exactly tell. The groom's been complaining of him to the master, I believe, from what Mr. Growler says.'

'I thought he was a great favourite.'

'Ah, but we've all seen a great change lately.'

'When did you notice it?'

'I don't know that it was spoken of till this morning; but any one might have seen it long ago.'

'I never saw it.'

At this moment Snap ran into the yard with

a new collar on.

'Hey, what's this?' said Lion, as Snap trotted from one to another to show his finery; while Frisk looked down from the top of the steps, and whispered rather sheepishly to Growler, 'Who'd have thought they were measuring him for a new collar!'

MULTIPLICATION.

883900 7008016 6010803 9018697.

Multiply each by 7, 8, 9, 10, 11, 12.

THE CHILD AND THE WIND.

list-en-ing	mur-mur	pro-vi-deth
shep-herd	whis-per	shel-ter
hol-low	toss-ing	pro-tect-eth
chim-neys	watch-ful	qui-et
speak-ing	hold-eth	re-pli-ed
Al-might-y	breez-es	mer-cies
mes-sage	tem-pests	fath-er

'Father, father, are you listen-ing,' Said the shepherd's little child,

'To that wind, so hoarse and hollow, As it howls across the wild?

'When I hear it in the chimneys,
When it sweeps along the ground,
'Tis to me as if deep voices
Mingled strangely with the sound.

'Now they louder swell and nearer— Now they fall and die away; Can you tell me, dearest father, What it is the wild winds say?'

'Nay, my child, they are not speaking,— Not a word the winds impart; But each sound the Almighty sendeth Hath a message to the heart.

'And that murmur deep and awful, Couldst thou catch its voice aright, It might whisper, "Child, be grateful, Thou art safe at home to-night." 'While for thee the bright fire burneth, Sitting by thy father's knee, Many laden ships are tossing Far away o'er many a sea.

'Many mothers sitting watchful, Count the storm-gusts one by one, Weeping sorely as they tremble For some distant sailor son.

'They might tell of Him who holdeth, In the hollow of His hand, Gentle breezes and rude tempests, Coming all at His command.

'He provideth our home shelter, He protecteth on the seas; When the wild winds seem to whisper, Let them tell thee things like these.'

Thus replied the shepherd father;
And the child, with quiet mind,
Had a thought of God's great mercies
As he listened to the wind.

DIVISION.

910826 830127 100189 9018203.

Divide each by

7, 8, 9, 10, 11, 12.

Write the dividends in words.

A GOOD EXAMPLE.

pass-ed speed-i-ly neigh-bours sign-boards ex-am-ple pres-ent-ly hous-es e-ven-ing fan-ci-ed let-ters sin-gu-lar fol-low-ed Dub-lin as-ton-ish-ment com-fort-a-ble

A poor boy went to a ragged school, where he had his face well washed. When he went home the neighbours looked at him with astonishment. They said, 'That looks like Tom Rogers, and yet it can't be, for he is so clean.'

Presently his mother looked at him, and finding his face so clean, she fancied her face

dirty, and forthwith washed it.

The father soon came home, and seeing his wife and son so clean, thought his face dirty,

and soon followed their example.

Father, mother, and son, all being clean, the mother began to think the *room* looked dirty, and down she went on her knees, and

scrubbed that clean.

There was a female lodger in the house, who, seeing such a change in her neighbours, thought her face and her room very dirty, and she speedily set about cleaning likewise; and so the whole house was made tidy and comfortable, simply by the clean face of one ragged schoolboy.

Children, as well as grown-up people, should always set a good example. We never know how much good may be done in this way,

nor how much harm by a bad example.

AN IRISH SWEEP.

Some years ago an effort was made to collect all the chimney sweepers in the city of Dublin, and to teach them in an evening school. Amongst others, came a little black fellow, who was asked if he knew his letters.

'Oh, yes!' was the reply.

'Do you spell?'

'Oh, yes!' was again the answer.

'Can you read?'

'Oh, yes!'

'And what book did you learn from?'

'Oh! I never had a book in my life, sir.'
'And who was your schoolmaster?'

'I never was at school, sir.'

Here was a singular case. A boy could read and spell, without a book or a school-master. And how was this? Why, another little sweep, a little older than himself, had taught him to read by showing him the letters over the shor-doors which they passed as they went through the city. This teacher, then, was a little sweep like himself, and his book the sign-boards on the houses. How much can be done when we TRY!

MULTIPLICATION.

768314 801208 738604 283009.

Multiply each by
13, 14, 15, 16, 17, 18.

THE MASTIFF AND THE SPANIEL.

(A Fable.)

neigh-bour sev-er-al com-pan-y o'er-heard mas-tiff in-dif-fer-ent re-pli-ed scarce-ly tur-bu-lent whith-er dis-play pas-sion-ate ad-join-ing peace-a-ble dis-tinc-tion com-rades cre-a-ted pearl-ash dis-course cudg-el-ling con-tin-u-ed

'Neighbour,' said a mastiff named Barker, to a spaniel named Tray, 'a little walk will do us no harm; what do you think? With all my heart, replied Tray, 'but whither shall we go?' 'To the adjoining village, said Barker; 'you know we owe a visit to our comrades.' Scarcely had they arrived in the village,

when Barker began to display his evil temper, by barking at and biting other dogs. He made so much noise that the people came out of their houses, and fell without distinction on both of the strange dogs, driving them from the village with a good cudgelling. If we keep bad company we shall be sure to suffer for it.

ADDITION.

- 2018 + 83 + 801062 + 5 + 718 + 937 + 6.
- 30714 + 9600 + 81 + 17 + 76000 + 5 + 609.
- 70018 + 872 + 96 + 18 + 7 + 1000 + 70108.
- 70067 + 80018 + 9 + 6204 + 87 + 63 + 101. 8070108 + 8006 + 4019 + 701 + 8630 + 7.

Write the above numbers in words.

LITTLE CHARLIE AND HIS DOG SHAG.

gar-den	phys-ic	prop-er-ty
pret-ty	ug-ly	dis-pu-ted
grow-ing	e-nough	mer-ri-est
grav-el	wall-flow-ers	nurs-er-y
cur-rant	cro-cus-es	re-al-ly.
pluck-ed	rad-ish-es	sup-po-sed
be-lieve	re-mind-ed	be-ha-ved

Little Charlie was six years old. He had had a garden for two years; but at first it was not very pretty, for he stuck flowers in it without any roots, and of course they soon faded. Then he sowed seeds, but he dug them up so often to see if they were growing that they did not come to much; but this year his eldest sister Mary helped him a little and showed him what to do; so Charlie had a very nice garden. Round three sides went a gravel walk, and on the other there was a wall, against which there was a currant tree. It never had a large crop of fruit, for as soon as a currant began to look red, Charlie plucked it and gave it to one of his sisters, or to Shag, his dog.

What! a dog eat currents?

Yes, Shag liked fruit as well as any of you do; and I believe he would have taken even physic if his little master had given it to him. Shag was a very queer dog, ugly enough, with his long light hair and short thick legs; but so clever! By right he was the property of all

the children, but he thought himself Charlie's dog, and no one disputed about it with him. He spent a great deal of time in the nursery, and when the children had anything nice Shag had his share. He walked with them, played with them in the garden—really played, for he fetched their balls in his mouth, and ran races, and was the merriest and noisiest of the party; but when Charlie was working in his garden, Shag sat on the walk and watched him, looking very wise indeed. I think he must have learnt something, as Charlie told him the reason of everything he did, and at last made him a little garden for himself, with a border of oyster shells all round it, and some very gay flowers in it which he was supposed to like.

Shag never went off the path unless some poor cat came into the garden to look for a bird or a mouse, and then he rushed at her over the beds, breaking the flowers and doing sad mischief; and he never ceased chasing her about till she had made her escape. Charlie very often talked to him about it, and told him it was very rude and cruel, and Shag looked rather sorry; however, he always did the same thing again the first time he had a chance; so at last to punish him, Charlie took away his garden and gave it to pussy, and the very next day, when she came to look at it, Shag gave her chase, and behaved more like a mad dog than anything else. Charlie was almost angry,

but when his sister Rose reminded him that Shag was only three years old, Charlie forgave him, but did not allow him to have his own

garden again for a month.

Charlie's garden gave him great pleasure. He had in it rows of mustard and cress, and a bed of radishes, all of which he had raised from seed. Then he had three tiny horse-chesnut trees and an oak he himself had planted. He had also some crocuses, snowdrops, red and white daisies, primroses, wall-flowers, tulips, and a few verbenas and fuschias, which were put in pots for the winter and taken care of in the house.

In the middle of the garden there was a rose tree, and at the foot of this a mound—such a little mound, that perhaps it might not have been noticed, if there had not been a tiny white board at the head in the shape of a grave-stone, and on this was painted in black letters POOR ROBIN. This was the grave in which Charlie had buried a poor little redbreast which he had found lying on the path one morning quite dead.

MULTIPLICATION.

(D)	(2) (3)	(4)	(5)
		28,	(5) 27.
(A) 71819×19 , (B) 602186×32 ,	40, 75,	83,	96.
(B) 602160 × 62,	F4 00	76	65

⁽c) 70632×28 , 54, 82, 76, 65. (D) 8027967×57 , 80, 39, 48, 62.

Write the answers in words.

THE ASS AND THE HARE.

this-tles bear-ing pur-su-ed spi-ed car-case bash-ful-ly sol-emn vil-lage re-pli-ed doubt pit-y whis-tle pos-sess jour-neys fur-nish cour-age con-tempt	munch-ing	for-bear	ad-dress-ed
spi-ed car-case bash-ful-ly sol-emn vil-lage re-pli-ed doubt pit-y ur-chin pos-sess jour-neys			pur-su-ed
sol-emn vil-lage re-pit-ed doubt pit-y whis-tle pos-sess jour-neys			
pit-y ur-chin doubt yellow pos-sess jour-neys			
whis-tle pos-sess jour-neys			
fur-nish cour-age con-tempt			jour-neys
	fur-nish	cour-age	con-tempt

One day a rough and ragged Ass Was munching thistles, weeds, and grass, Upon a common scant and bare; When, looking round, he spied a Hare. The Ass munched on in solemn state. And leaned and rubbed against a gate, Gazing with dull and stupid stare, And thus address'd the listening Hare. 'Poor Puss! I pity and despise The fear that lurks within those eyes; You tremble while you sit, as though You dread at every turn a foe; Whilst I munch up my weeds and thistle, Nor care for any one a whistle. Poor Puss, pursued by man and beast Must furnish up to each a feast, Nor do the very birds forbear To prey upon the timid Hare.' He ceased: the Hare, with modest grace, Stroked with her feet her gentle face, And, looking bashfully aside, She thus unto the Ass replied.

'Our lot in life, good Mister Ass, Is not the same,—but let that pass. I do not wish to seem unkind, But think it best to speak my mind, And own at once I'd rather be A timid Hare unbound and free, Than pass my life in munching grass, And bearing burdens, like an Ass. They do not eat you up for food, Because your carcase is not good; But after death, if no one eats you, In life each village urchin beats you. Your strength is greater far than mine, But does your coat so brightly shine? Courage and patience you possess, Far more than mine, I must confess. A faithful drudge and slave at need Art thou, good Mister Ass, indeed; But much I doubt if lash and thong, If burdens great and journeys long, Are not worse ills for you to bear Than any which befall the Hare.' Condemn not any till you know The reason why God made him so; Nor seek to benefit your state By sneering at another's fate.

HONESTY IS THE BEST POLICY.

chim-ney	pris-on	an-oth-er
climb-ed	tri-al	wil-ling-ly
wheth-er	tow-ards	tempt-a-tion
mon-ey	re-mark	o-ver-come
for-give	dan-ger	hon-est-y
wick-ed	be-com-ing	pol-i-cy

Some years ago, a little chimney-sweeper was set to sweep a chimney in a large house. It was the chimney of a lady's dressing-room. The little boy went up the chimney, climbed to the top, scraping down the soot as he went: and when his job was done, came down again into the room. There was no one there when he came down, and he looked round the room before going down stairs.

On the lady's table lay a gold watch, and the little boy went near to look at it. I think he took it into his hand, but I am not sure. But whether he did this or not, while he was looking at it, the thought came into his heart that he could steal it, and hide it in his soot-bag; and that when he got away he could sell it for

a great deal of money.

But another thought came into his mind. He thought of those words, 'Thou, God, seest me,' and he burst into tears, and prayed aloud that God would forgive his wicked thought, and keep him from being a thief. He then went down stairs. Ah! that was the turningpoint in that little boy's life; for, though he

did not know it, he had been seen and heard all the while.

The lady was in the next room and saw the boy look at the watch, and heard the words that he had prayed. If he had taken the watch, the lady would most likely have had him sent to prison as a thief. But as he did not take it, when he thought he could have done so unseen; and as he had prayed to God for help in this time of trial, she felt kindly towards him, and had him put to a good trade, and he became rich, and, what is better, grew up to be a good man.

Now I have one short remark to make about this story. That is, that the little chimney-sweeper ought not even to have gone to look at the watch. By doing so he put himself in great danger of becoming a thief. We should never willingly place ourselves in the way of temptation, for we may not always overcome it as this little boy did.

SUBTRACTION AND NUMERATION. 7180 - 871.70108 - 9671.(10)2 9028 - 986. (11)8002 - 806. 3) (12)7119 - 719. 6000 - 872.70108 - 39854.(13)82304 - 9864. 4) 5) 145008 - 98007. 186004 - 924.(14)

(6) 90127-97. (15) 70121-9873. (7) 6108-5926. (16) 80970-2141. (8) 72306-43701. (17) 306012-96071.

(8) 72306-43701. (17) 306012-96071. (9) 10001-924. (18) 90008-70139.

Write the above numbers in words.

MORE HASTE LESS SPEED.

fin-ish-ed scarce-ly prov-erb stor-ies an-oth-er in-stance bruis-ed en-tire-ly di-rec-tions work-house im-pa-ti-ent o-bey-ed per-suade re-col-lect con-fine-ment be-lieve dil-i-gent sur-geon jour-ney-men ex-cel-lent ac-tions

'Well, Lucy,' said Rachel Bond to her sister, 'Well, Lucy, I think my work will be finished a day sooner than yours; I have only another sleeve to sew in, and then my gown will be made, and I shall take it to Mrs. Weston. I wish you had got on as well.'

'Thank you, dear Rachel, you certainly have done much more than I, though I have scarcely taken my eyes off my work since I commenced it: but if I sew so very quickly

as you do I cannot sew neatly.'

Nor could Rachel, whose great aim was to get to the end of her task, rather than to perform it well. She took the gown to Mrs. Weston, who employed her, but it was so badly done that she had almost entirely to remake it, and the lady told her it would be a long time before she gave her any more work. So here you see, if there was more haste there was certainly less speed.

Poor John Sims! he, too, is another instance of the truth of that old saying. In going up a ladder, his foot slipped—he fell to the ground and bruised his leg very badly. The doctor told him to keep it perfectly still, and on no account to attempt walking for many weeks. For a few days John obeyed his directions, but, soon becoming impatient of the confinement, he made up his mind to hobble out and visit some of his neighbours. His wife tried to persuade him to remain at home, but it was of no use. He went out in high spirits, but he returned in agony; and he soon became so ill, that, in order to save his life, the surgeon

was obliged to cut off his leg.

Then there was Harry Sanders, that poor unhappy-looking old man, who used to sit before the door of the workhouse, leaning on his stick, and appearing as if comfort for him had ever fled. Poor Harry! he was once well off, and got excellent wages as a journeyman shoemaker; but he was in haste to become rich, and entered into some wild scheme which totally failed, and so he lost all his hardearned savings. He now had to begin the world again, but he took his misfortune so much to heart that he fell sick, and was obliged to be taken to the workhouse, where, after a little while, he died. I could tell you twenty more stories to show you how true is the proverb—more haste less speed; but I hope you already believe that it is so. Always be diligent, never be hasty, neither in work nor in words; neither in temper nor in actions. If you think twice before you speak once, you

will speak twice the better for it. When tempted to be hasty recollect the proverbmore haste less speed.

MULTIPLICATION AND DIVISION.

The state of	1) (2) (3	(4)	(5)
(A) 806753×	38,	25, 79	9, 46,	92.

11.

(a) 287943 ÷ 6, 7, 8, 9, (b) 281359 × 79, 85, 63, 58, (c) 235967 ÷ 7, 8, 9, 11, 97.

12.

Write the answers in words.

BOB, THE BLIND FIDDLER'S DOG.

per-ceive e-ven-ing wheth-er fid-dler wel-come men-tion-ing hand-some them-selves ve-hi-cles Sat-ur-day pa-tient-ly col-our be-haves con-tent-ed fin-ish-ed

Every Sat-ur-day evening at seven o'clock, all the year round, whether it is hot or cold, whether it rains or not, a poor old blind fiddler comes and plays outside my door.

The man, though poor, looks contented and even happy, for he always has a friend with him—the best friend he has in the world.

And who do you think it is?

Well, it is a handsome little dog, with no tail worth mentioning, and only one eye; with two stumpy ears and four bandy legs; and his colour—well, the less said about that the better. I can only say it is no colour of

which I know the name. He goes by the name of Bob.

But you said he was a handsome dog, sir? So I did, and I meant it, for 'handsome is that handsome does.' And this little dog behaves in the most handsome manner to his poor blind master. He leads him about the streets to any place to which his master wishes to go, and is always very careful to keep him from being run over and hurt. As long as the way is clear he pulls hard at his chain, and then his master knows it is safe to go on. But when any vehicles are in the way, Bob lies down on the path, and then his master waits patiently till his faithful dog trots on again.

When they come to a house where the old man wishes to play the people a tune, he takes his fiddle out of its case, which he lays on the ground. Then Bob lies down beside it, curls himself up, shuts his one eye, and appears for all the world as though he were fast asleep. But if you or any one else were to touch the fiddle-case, you would soon perceive that he

was wide awake.

The old man plays four tunes—always the same four, for he knows no others. As soon as they are finished, up jumps Bob, takes out a little tin saucer from the fiddle-case, and, holding it in his mouth, goes up to the door. There he stands upright on his hind legs till the people of the house give him some money, which they are always willing to do.

Then he takes the tin saucer and its contents to his master, who has by this time put his fiddle into its case and is ready to go.

So he takes the money from the dog, pats his head, and says 'good dog!' Bob wags his tail and licks his master's hand, as if to say, 'quite welcome, sir!' and then trots on again.

When they arrive at home in the evening the old man has his supper, but he always gives his dog a penny first. So Bob runs to the butcher's with his money in his mouth, and buys a piece of meat for his supper. He takes the meat in his mouth, but does not eat a bit of it till he gets home. Then he lies on the floor by his master's side, and they both enjoy themselves for an hour or two before they go to bed. You may be sure the poor blind fiddler would not be so happy, nor perhaps so well off, if it were not for his dog.

Now is not Bob a handsome dog?

Yes, far more handsome than many a dog I know, who has two bright eyes, and long drooping ears, who has thin straight legs, and a silky coat, but who never did a day's work in his life, nor made a poor man happy.

ADDITION AND NUMERATION.

- (1) 7010 + 90602 + 83407 + 3016 + 90108.
- (2) 7778+8+76+9012+434+87.
- (3) 86204+89+607+10004+33. (4) 954+80302+8+18907+16.
- (5) 86+70108+18+1960+45.

THE WASP AND THE BEE.

cous-in scold-ing el-e-gant yel-low hum-ble no-bod-y mis-chief lit-tle del-i-cate hand-some in-no-cent

ang-ry home-ly half

ill-na-tured A Wasp met a Bee that was just

buzzing by,

And he said, 'Little Cousin, can

you tell me why

You are loved so much better by

people than I?

My back shines as bright and

as yellow as gold,

And my shape is most elegant,

too, to behold,

And yet nobody likes me for that,

I am told.

'Ah! Cousin,' the Bee said,
'tis all very true,

But were I even half as much mischief to do,

Then I'm sure they would love me no better than you.

'You have a fine shape and a delicate wing,

And they say you are handsome; but then there's one thing

They can never put up with, and that is your sting.

MULTIPLICATION AND DIVISION.

(A) 706172×96 , 84, 39, 77, 62.

(B) 897543÷ 7, 8, 9, 11, 12.

(c) 8001703×64, 87, 45, 18, 25.

(D) $9001070 \div 3$, 4, 5, 6, 7.

THE TWO BROTHERS.

Span-iard	bag-gage	pros-per-ous
Pi-zar-ro	em-bark-ed	con-tempt
af-fec-tion	quan-ti-ty	cu-cum-bers
Al-on-zo	po-ta-toes	doubt-ed
dis-suade	re-mon-strate	rough-ness

About the time that many people went over to South America, with the hopes of finding gold and silver, there was a Spaniard, whose name was Pizarro, who had a great desire to try his fortune like the rest. But as he had an elder brother, whom he loved, he went to him, told him his design, and proposed that

he should go with him.

The brother, whose name was Alonzo, was a man of a contented temper, and very clever. He did not, therefore, much approve of the plan, and tried to dissuade Pizarro from it. Finding, however, that all he said was vain, he agreed to go with him, but told him, at the same time, that he wanted no part of the riches he might find. He said that he wanted no other favour, than to be taken on board the vessel, with his baggage and a few servants.

Pizarro then sold all that he had, bought a vessel, and embarked with several others, who had all great hopes, like himself, of soon becoming rich. As to Alonzo, he took nothing with him but a few ploughs, harrows, and other tools, and some corn, together with a large quantity of potatoes, and some seeds of different kinds. Pizarro thought he prepared very oddly for the voyage; but he said nothing.

After sailing for some time with prosperous winds, they put into the last port where they were to stop, before they came to the country where they were to search for gold. Here Pizarro bought a great number of pickaxes, shovels, and various other tools for digging, melting, and refining the gold he expected to find, besides hiring an additional number of labourers to help him in the work. Alonzo, on the contrary, bought only a few sheep, some stout oxen, with their harness, and food enough to keep them till they should land.

As it happened, they met with a fair voyage, and all landed in perfect health in America. Alonzo then told his brother that, as he had only come with him to serve him, he would stay near the shore with his servants and cattle, while he went to search for gold; and, when he had obtained as much as he desired, should be always ready to embark for Spain

with him.

Pizarro then set out, not without feeling so great a contempt for his brother, that he could not help speaking of it to those who went with him. 'I always thought,' said he, 'that my brother had been a man of sense; he bore the name for it in Spain, but I find people were strangely mistaken in him. Here he is going to divert himself with his sheep and his oxen, as if he were living quietly upon his farm

at home, and had nothing else to do than to raise cucumbers and melons. But we know better what to do with our time. So, come along, my lads, and with good luck, we shall soon be enriched for the rest of our lives.'

All that were present applauded Pizarro's speech, and declared themselves ready to follow

wherever he went.

Meanwhile, Alonzo worked with such steady industry, that his corn yielded a large increase, his sheep more than doubled their number, and he gathered in a large quantity of dried fish and other food.

MULTIPLICATION AND DIVISION.

	MODIFICATION AND	DIATOTOM.
1.8	$(1) \qquad (2)$	(3) (4)
(A)	803218×124 , 243,	376, 198.
(B)		12, 11.
(c)		The state of the s
(D)	$1300916 \div 8, 6,$	5, 3.

THE TWO BROTHERS.

im-mense	(Continued.) re-mem-ber	thith-er
per-ish-ed	in-ter-fere	un-friend-ly
as-sur-ed	ac-quire	re-sent-ing
cool-ly	pos-sess	re-proach-es
an-swer-ed	o-bli - ged	wretch-ed

When Pizarro returned, his brother received him with the greatest kindness, and asked him what success he had met with. Pizarro told him that they had found an immense sum of

gold; but that some of his friends had perished, and that the rest were almost starved from want of food. He then asked his brother to give him something to eat without delay.

Alonzo very coolly answered that he should remember, that when they set out they had made an agreement, that neither should interfere with the other. 'But,' he added, 'if you choose to exchange some of the gold you have found, for what I possess, I shall, perhaps, be able to satisfy you.'

Pizarro thought this conduct very unkind in his brother, but was obliged to comply with his demands, which were so great, that, in a very short time, they parted with all the gold they had brought with them merely to

purchase food.

Alonzo then proposed to his brother to embark for Spain; but Pizarro, with an angry look, told him, that, since he had deprived him of everything he had gained, and treated him in so unfriendly a manner, he should go without him. 'For,' said he, 'as to myself, I would rather perish upon that desert shore, than embark with so inhuman a brother.'

But Alonzo, instead of resenting these reproaches, embraced his brother with great tenderness, and spoke to him as follows: -'Could you then believe, my dear Pizarro, that I really meant to deprive you of the fruits of all your labours, which you have gained with so much toil and danger? Rather may III.

all the gold in the world perish, than that I should be capable of such conduct to my dearest brother! My object was only to show, that industry is more important than the possession of the gold, which I now return to you.'

Pizarro was filled with a grateful surprise at this kindness of his brother; and he confessed, from his own knowledge, that industry was better than gold. They then embarked for Spain, where they all arrived safely.

SUBTRACTION AND NUMERATION.

- (1) 90018-8072. (6) 71018-9246.
- (2) 10690-9241. (7) 8014-96. (8) 10000-17.
- (4) 3001-691. (9) 7182-964. (5) 12018-3914. (10) 18001-9628.

Write the above numbers in words.

THE MAGIC BOOK. (A Fairy Tale.)

beau-ti-ful ob-jects de-clar-ed bril-li-ant Af-ri-ca loung-ing won-der-ful ex-plain-ed his-tor-y hu-mour-ed-ly el-e-phant be-gin-ning fright-en-ed limb-ing dis-ap-pear-ed

Edward, a little boy six years old, was one day strolling about the garden, eating a large crust of bread; he threw himself on the grass, and lay idly basking in the sun.

All at once there appeared before him a

beautiful fairy, whose name was Instruction. Her dress shone with the brilliant colours of the rainbow, and she wore a crown of flowers on her head. In one hand she held a silver wand, with which she could perform wonderful things, and in the other, a book, the leaves of which were all made of looking-glass, and which was no less wonderful than the wand.

The fairy smiled, and looked so good humouredly on Edward, that instead of being frightened, he was quite pleased. She then

opened and showed him her book.

In the first page he saw himself and every thing around him reflected, as you do in a common looking-glass; but the other pages were of a very wonderful nature, for they reflected objects which were quite out of sight, and even in the most remote parts of the world. In one page he beheld lions and tigers, in Africa, roaming about in search of prey. Edward shrunk back half frightened, at seeing them move and look as though they were alive; but the fairy explained to him that it was only the image of a wild beast, just as the image of his face was shown on the first page.

She then turned over another leaf, and Edward saw a large elephant in India, tearing up a young tree by the roots, with his trunk. In another page she showed him the monkeys, climbing up the trees in the woods, in America, and hanging by their tails to the branches, gibbering and pelting each other with nuts;

while the parrots, with their gaudy plumage, flew about as common as sparrows do here.

Edward begged of her, to show him a few more of the looking-glass leaves, and declared he had never seen any picture-book half so pretty as this; but the fairy said there were so many children wanting to see it, that she could not stay with him any longer.

'O dear,' cried Edward, 'what shall I do when

you are gone, and nothing to amuse me?'

'You seemed very well amused before I came,' said the fairy, 'lounging as you were on the grass, and eating your crust of bread.'

'So I was,' replied Edward; 'but since you have shown me that pretty book, I shall do nothing but long to see it again. I do n't care

for the crust of bread any longer.'

'Well,' said the fairy, 'I will make you care for your bread again. I will give the bread the power of speaking, and it shall tell you its history, from beginning to end; will not that amuse you?'

'Yes, indeed it will,' replied Edward; 'it

will be so strange!'

'Take care to hold it to your ear, and not to your mouth,' said the fairy, smiling; then waving her wand over the bread, disappeared.

MULTIPLICATION AND DIVISION.
(1) (2) (3) (4)
(A) 760182 × 324, 863, 972, 811.
(B) 81736÷ 9, 6, 3, 5.
(C) 928724 × 270, 817, 900, 651.
(D) 327698÷ 6, 7, 8, 8

THE FROST.

val-ley	mount-ain	blus-ter-ing
height	mar-gin	pow-der-ed
si-lence	down-ward	di-a-monds
bus-tle	tem-ples	quiv-er-ing
bus-y	tow-ers	wher-ev-er
cup-board	pitch-er	beau-ti-ful
drink-ing	for-got-ten	pic-tu-red

The frost look'd forth one still clear night, And he said, 'Now I shall be out of sight, So through the valley and over the height, In silence I'll take my way; I'll not go on like that blust'ring train, The wind and the snow, the hail and the rain, Who make so much bustle and noise in vain, But I'll be as busy as they.'

Then he went to the mountain, and powder'd its crest,

He climb'd up the trees and their boughs he dress'd

With diamonds and pearls; and over the breast Of the quivering lake he spread A coat of mail, that it need not fear The downward point of many a spear, That he hung on its margin far and near, Where a rock could rear its head.

He went to the windows of those who slept, And over each pane like a fairy crept; Wherever he breathed, wherever he stepp'd, By the light of the moon were seen Most beautiful things: there were trees and flowers,

There were bevies of birds and swarms of bees, There were cities, thrones, temples, and towers; and these

All pictured in silver sheen.

But he did one thing that was hardly fair; He went to the cupboard, and finding there That all had forgotten for him to prepare, 'Now just to set them a thinking, I'll kill this basket of fruit,' said he; 'This bloated pitcher I'll burst in three, And the glass of water they've left for me Shall chink, to tell them I'm drinking.'

MULTIPLICATION AND DIVISION.

		(1)	(2)	(3)	(4)
(A)	.835716	× 448,	767,	986,	432.
(B)	398942-	÷ 9,	8,	7,	6.
	927861				
	823999-				

Write in figures.

Seventy thousand seven hundred.

Nine million and ninety.
One hundred and twenty thousand and sixteen.
Seven hundred and eight thousand and eight.
Ten million and ninety-seven.
Eighteen thousand and forty-six.
Seventy-one thousand seven hundred.

THE CRUST OF BREAD.

(A Fairy Tale, continued.)

re-mem-ber ap-pear-ed t	
quan-ti-ty beau-ti-ful k	e-lieve
car-ri-ed weath-er l	hund-red
	knead-ed
scarce-ly sick-les	hith-er
down-wards fright-ful l	ist-en

Edward took up the bread and held it to his ear, but started back with surprise, when he heard a small gentle voice speak as follows:—

'The first thing I can remember was when I was only a grain of corn, lying in a large room with a great many other grains. We remained there a long time, when one day a man came and took out a quantity of us. He put us in a sack and carried us to a field that had just been ploughed, and there he took us out of the sack, a handful at a time, and strewed us on the ground.'

'That was sowing corn,' said Edward.

'I shall never forget,' pursued the bread, 'how sweet and fresh the newly ploughed earth smelt. After I had been lying here some time, there came a flight of crows, who began to pick up the grains of corn within their reach. But some men came and soon drove them away. Then there was a shower of rain; and some of the drops fell upon me, which forced me into the earth. I stayed here some time; but I found that I began to swell, and grow so large

that, at last, my skin could not hold me, so it burst open, and out there came, at one end, a little tuft of small roots scarcely larger than hairs. These struck into the ground, and grew downwards; at the other end there came out some tiny green stalks, which grew above the ground, looking at first like blades of grass; but they soon grew taller and taller, and stronger and stronger; and at length a few long leaves, like those of grass, grew on the sides of each stalk, and at the top appeared a beautiful ear of corn. Then, when the hot weather came, the sun turned us as yellow as gold, and the wind blew us about with the other ears of corn that grew in the same field, until one day a number of men came with some sickles, and cut us all down.'

'Those were the reapers,' said Edward.

'We were then bound up in sheaves, and set upright on the ground, leaning one against the other for support. After we had stayed here a few days and nights, we were taken to the rick-yard to be stacked. After a time a number of men came again and pulled us down; and, spreading us upon the floor of the barn, began beating us without mercy.'

'Those were the thrashers,' said Edward.

'Well,' said the crust, 'these hard blows drove us all out of the ears in which we grew. The stalks were then nothing but straw. They put us into a flat basket, and shook us about till the chaff was all blown away, and nothing but grains were left. Here was I, then, turned from one grain into, I do believe, more than a hundred. The next thing done to us was to send us to the mill to be ground into flour. After that we were sent to the baker, who mixed us with water and yeast, and made us into a piece of dough. He then kneaded us well, put us into an oven to bake, and we came out part of the loaf of bread which the baker's boy brought hither to-day to be eaten.'

At the last word the voice failed. The power of the fairy's wand was at an end. Edward, finding the bread quite silent, took it from his ear, put it into his mouth, and ate it up.

SUBTRACTION AND NUMERATION.

- (1) 70108-926. (6) 7108-63. (2) 10812-83. (7) 6004-987.
- (3) 600108-1892. (8) 653Q4-59872.
- (4) 8074-8009. (9) 70807-60108. (5) 7000-86. (10) 66668-7984.

Write the above numbers in words.

THE WONDERFUL PUDDING.

ma-te-ri-als la-bour-ed car-pen-ters em-ploy-ed plough-ed build-ers thous-and har-row-ed col-li-ers punc-tu-al smelt-ers cul-ti-vate ap-pear-ance saw-yers ma-chines

Our uncle Robert came to us, and invited us to dinner. He promised to give us a pudding,

the materials of which had employed more than a thousand men!

'A pudding that has taken a thousand men to make! then it must be as large as a church!'

'Well, my boys,' said uncle Robert, 'to-

morrow at dinner-time, you shall see it.'

Scarcely had we taken our breakfast the next day, when we prepared to go to our uncle's house.

When we arrived there, we were surprised to see every thing as calm and quiet as usual.

At last we sat down to table. The first course was removed — our eyes were eagerly fixed on the door—in came the pudding! It was a plum-pudding of the usual kind — not a bit larger.

'This is not the pudding that you promised

us,' said my brother.

'It is, indeed,' said uncle Robert.

'Oh,' uncle! you do not mean to say that more than a thousand men have helped to make that little pudding?'

'Eat some of it first, my boy; and then take your slate and pencil, and help me to count the

workmen,' said uncle Robert.

'Now,' said uncle Robert, 'to make this pudding we must first have flour, and how many people must have laboured to procure it! The ground must have been ploughed, and sowed, and harrowed, and reaped. To make the plough, miners, smelters, and smiths, wood-cutters, sawyers, and carpenters, must have laboured.

The leather of the harness for the horses had to be tanned and prepared for the harness-maker. Then, we have the builders of the mill; the men who quarried the millstones, and made the machine-work of the mill.

'Then think of the plums, the lemon-peel, the spices, the sugar; all these come from distant countries, and to get them hither, ships, shipbuilders, sailmakers, sailors, growers, merchants, and grocers, have been employed.

'Then we require eggs, milk, and suet.'

'Oh, stop, stop, uncle!' cried I, 'I am sure

you have counted a thousand!'

'I have not reckoned all, my child. We must cook the pudding, and then we must reckon colliers who bring us coal, miners who dig for tin and iron for the saucepan; then there is the linen of the cloth it was wrapped in. To make this we must reckon those who cultivate the flax, and gather it, and card it, and spin it, and weave it, and all the workmen to make the looms and machines.'

Robert and I both said we were quite satisfied that there were more than a thousand men

employed.

MULTIPLICATION AND DIVISION.

	~~ ~ ~~ ~~ ~~				
4, 30		(1)	(2)	(3)	(4)
(A)	62987×	264,	832,	463,	998.
(B)	98026÷	9,	6,	5,	4.
(c)	87532×	428,	900,	763,	802.
	76850÷		3.	8.	12.

THE EFFECTS OF CARELESSNESS.

fast-en-ed	pur-suit re-turn-ed	suf-fer-ed gen-er-al-ly
gen-er-al-ly con-se-quence	scorch-ed	re-mind-ing
poul-try daught-er	re-mov-ed con-fi-ned	i-ron-ing pres-ent-ly

There was once a farmer that had a little gate which opened from his yard into a field; and this little gate wanted a latch, so that it could not be fastened. When he passed through the gate, he was always very careful to shut it. But other people were not always so exact, and, even with all his care, the wind would often blow it open again after he had closed it; so that it was generally either flapping backwards and forwards in the wind, or standing a-jar.

In consequence of this, the poultry were always getting out, and the sheep and lambs always getting in; and it took up half the children's time to run after the chickens, and drive them back into the yard, and to send the sheep and lambs back into the field. The farmer's wife was always reminding him that he ought to get the latch mended; but he used to say it would cost sixpence, and was not worth while, and that the children had

nothing else to do.

One day a fine pig got out of its sty, and pushing open the gate, ran into the field, and then wandered into a large wood. The farmer was in the act of tying up a horse in the stable; but

he left it to run after the pig. His wife was ironing some clothes in the kitchen, and she left her irons to follow her husband. The daughter was stirring the broth over the fire, and she left it to run after her mother. The farmer's sons and his man all joined in the chase after the pig, and away they all went pell-mell to the wood. But the man making more haste than good speed, sprained his ankle in jumping over the fence, and the farmer and his sons were obliged to give up the pursuit of the pig, to carry him back to the house. The good woman and her daughter also returned to help in binding up his leg.

When they got back, they found that the dinner was spoiled; and that two shirts, which had been hanging before the fire to dry, were scorched and quite useless. The farmer scolded his wife, and the girl too, for being so careless as not to remove the shirts and the broth from the fire before they left the kitchen. He then went to his stable, where he found that the horse, which he had left loose, had kicked a fine young colt, and had broken its leg. So you see how much trouble was caused

by the want of a sixpenny latch.

MULTIPLICATION AND DIVISION.

	(1)	(2)	(3)	(4)
(A)	$29876 \times 876,$	298,	607,	811.
1-1	100007 . 0	o'	77	C

⁽a) 100207 + 9, 8, 7, 6. (b) 892718×672 , 854, 329, 747.

⁽D) $607589 \div 11$, 5, 10, 9.

THE YOUNG MOUSE.

cup-board ex-quis-ite en-vi-ed dain-ties squeeze ex-cur-sion sur-prise folks ex-press-ed

In a crack near the cupboard, with dainties provided,

A certain young mouse with her mother resided;

So securely they lived in that snug quiet spot, Any mouse in the land might have envied their lot.

But one day the young mouse, who was given to roam,

Having made an excursion some way from her home,

On a sudden returned, with such joy in her eyes,

That her grey sedate parent expressed some surprise.

'Oh, mother!' said she, 'the good folks of this house,

I'm convinced, have not any ill-will to a mouse; And those tales can't be true that you always are telling,

For they've been at such pains to construct us a dwelling.

'The floor is of wood, and the walls are of wires,

Exactly the size that one's comfort requires;

And I'm sure that we there shall have nothing to fear;

If ten cats and their kittens at once should appear.

'And then they have made such nice holes in the wall,

One could slip in and out with no trouble at all.

'But the best of all is, they've provided as well,

A large piece of cheese, of most exquisite smell;

'Twas so nice, I had put in my head to go through,

When I thought it my duty to come and fetch you.'

'Ah, child!' said the mother, 'believe, I entreat, Both the cage and the cheese are a terrible cheat;

Do not think all that trouble they took for our good,

They would catch us and kill us all there, if they could.

'Thus they've caught and killed scores, and I never could learn,

That a mouse who once entered did ever return.'

ADDITION AND NUMERATION.

(1) 718+90108+76+1000+25+760+18.

(2) 82300+78+6010+9+802+73+814.

(3) 90107 + 608 + 19 + 28504 + 93 + 107.

Write the above numbers in words.

THE HONEST BOY AND THE THIEF.

pan-ni-ers	de-fend-ing	or-an-ges
re-pli-ed	cov-er-ed	knock-ed
ex-claim-ed	a-sha-med	al-though
prom-is-ed	school-fel-lows	wheth-er
vi-o-lent	pit-i-ed	hon-est

Early one summer's morning, as Charles was going to school, he met a man leading a horse, laden with panniers. The man stopped to get his breakfast at a public-house by the road-side, and asked the landlord to let his boy mind the horse, and give him a little hay to eat. The landlord's boy was not in the way; so he called to Charles to hold the horse.

'Oh,' said the man, 'but are you sure he is an honest boy? for these are oranges in my baskets, and it is not every little boy one can leave in

charge of oranges.

'Yes,' replied the landlord, 'I have known him a long time, and I am sure he is an honest boy. I'll promise that your oranges will be

as safe with him as with yourself.'

'Will you?' said the orange-man, 'then I'll engage, my lad, to give you the finest orange in my basket when I come from breakfast, if you'll watch the rest while I'm away.'

'Yes,' answered Charles, 'I will take care of them.' So the man put the bridle into his

hand and went to his breakfast.

As Ned was on his way to school he stopped, and said, 'Hallo! Charles, what are you doing

there? whose horse is that? and what have you got in the baskets?' So Charles told him all about it.

'An orange!' cried Ned, 'are you to have a whole orange? I wish I was to have one! However, let me look how large they are.' Saying this, Ned lifted the cloth that covered the pannier. 'Oh, what fine ones!' said he, 'let me touch them, to feel if they are ripe.'

'No,' said Charles, 'you had better not touch them. They are not yours; so what does it matter to you whether they are ripe or not?'

'Not touch them!' said Ned. 'Sure there's no harm in touching them. You do n't think I mean to steal them?' So Ned took out an orange and felt it, and when he had felt it he smelled it. 'It smells very nice,' said he, 'and it feels very ripe; I long to taste it, I will only just suck one drop of juice at the top.' Saying this he put the orange to his mouth.

"What are you about, Ned?' cried Charles;

'do put it down. For shame!'

'Don't say for shame to me,' replied Ned, in a surly tone. 'The oranges are not yours.'

'No, but I promised to take care of them,

and so I will; so put down that orange.'

'Oh, if it comes to that, I won't, said Ned; and let us see if you can make me when I

don't choose. I am stronger than you.'

'I am not afraid of you for all that,' replied Charles; 'for I am in the right.' Then he snatched the orange out of Ned's hand, and pushed him with all his force from the basket.

Ned came up again and hit Charles a violent blow which almost stunned him.

Charles, however, not minding the pain, persisted in defending what was left to his care.

Ned tried hard to get his hands into the pannier again, but he could not; so he thought he would do it by cunning. Then he crept behind the horse whilst Charlie's head was turned another way. As soon as the horse felt him near his hind legs, he kicked out so hard that Ned was knocked down and very much hurt, just as he had got hold of the orange.

Ned screamed with pain, and all the people came running out of the public-house to see what was the matter. Ned was now so much ashamed that he wished to run away; but he was so much hurt that he could not. However, no one pitied him when they knew how it had happened.

The orange-man gave Charles a whole capful of oranges, which he scrambled among his schoolfellows; and, although he had got a black eye in the affray with Ned, he felt very happy, because he had done his duty.

MULTIPLICATION AND DIVISION.

THE RESERVE		715	(9) (5	(4)
White cook were	A dear take	(+)	(4)	
(x)	27789	× 789	997 8	50. 277.
141	go washing all I'm	FREE STEEL STEEL NO	77.17 Y	50, 277, 60, 277, 60

(B) $860297 \div 8$, 9, 7, 6.

(c) 763924×293 , 763, 801, 987.

(a) $987654 \div 5$, 4, 11, 12,

GEORGE'S TEMPTATION.

gen-tle-man	charm-ing	pre-cise-ly
shoul-der	an-swer-ed	ad-judge
guess-ed	in-so-lent	beau-ti-fully
here-a-bouts	high-ness	men-tion-ed
ques-tion-ed	thwart-ed	cour-te-sy

One bright May morning, many years ago, George, a little shepherd-boy, was sitting under the shadow of an old oak, watching his flock and listening to the music of the birds. As he sat thus, a very gaily-dressed young gentleman came up, and said to him, 'Wake up, and tell me if there be such a thing as a bird's-nest hereabouts.'

'Ay, to be sure,' quoth the boy, 'there are birds'-nests enough, as a less wise person than yourself might have guessed by the singing.'

The shepherd-boy made this remark before he had time to notice how bravely dressed, and of what a comely bearing, was the youth who questioned him. When he noticed these things, he rose up, made a low bow, and said—

'I ask your pardon, sir; I thought, at first, you were one of my own playmates. Can I be of service to you?'

'You can tell 'me whether or no there are birds'-nests about here?'

'Many, sir, many. Do you not hear the merry chirping of the birds?'

'And you, who so well know this forest, could lead me to some of these nests, I suppose?'

'To be sure I could. I saw this morning one of the nests; it was a model-nest—quite a picture; it was nicely woven of yellow straws, warmly, snugly lined with moss; and in it were five eggs as blue as the sky.'

'Charming, charming,' cried the young gentleman, 'I must certainly look at this nest.

Come, show me the way to it.'

'Pardon me,' said George. 'I can neither lead you to it, nor tell you where to find it.'

'Insolent,' cried the young gentleman, growing red and angry; 'I have set my heart upon seeing this model-nest, and my will is not to be thwarted. Come, lead me to it, and I will pay you well.'

'Indeed, I should be very sorry to thwart your will, could I do otherwise. I cannot;

therefore I pray you pardon me.'

While he was speaking, two persons came up; the one attired in a suit of black velvet, with a snow white collar and a black silk cap; the other all in scarlet and gold lace.

'We have been looking for your highness for more than a quarter of an hour,' said he of the black velvet; 'and we began to fear that

some evil had happened to you.'

'I am right glad you are come, for, of all the wrong-headed boys that ever I met, I never saw the equal of yonder shepherd.'

'What does your highness mean?'

'Just precisely what I say. You shall adjudge the matter. I am looking for a bird's-

nest. This boy tells me of one most beautifully made. 'Give it me,' I say. 'I must not, he answers. 'All he can do is to give me another. Another is not the nest I want. I have set my mind on this nest.'

All this time, George, alarmed at his own boldness, but fully resolved not to give up, stood looking from one to another, uncertain how to act. They were clearly great folks,

and the smallest the greatest.

'My boy,' said the gentleman in black velvet-so cheerfully- you are acting unkindly towards this young gentleman. He has been brought up in cities, and has never seen a bird's-nest, though he has read much about them. Do him the favour of leading him to the one you mentioned. He will not even touch it. All he wants is to look at it.'

'I am more sorry than I can tell, sir,'

George replied, 'but I must not do it.'

'This is wrong,' said the gentleman; 'we should always confer pleasure when it is in our power to do so. And in this case you ought to do your utmost to please the gentleman. He is the young Prince Henry.'

MULTIPLICATION AND DIVISION.

		30 m	(1)	(2)	(3)	(4)
1	A	798624	$\times 653,$	598,	876.	908.
-	(B)	798624 837543	7,	3,	9,	8.

(c) 210786 x 700, 387, 911, 862. (d) 549302 ÷ 6, 3, 4, 11.

GEORGE'S TEMPTATION (continued). im-pu-dence

tremb-ling

de-light-ed

joy-ful-ly

wealth-y

fierce-ly

prom-is-ed trou-ble-some re-solv-ed trav-el-ling pro-duc-ing at-tend-ant temp-ter hon-est-ly of-fence Thom-as wil-der-ness la-bour-er

(The Temptation.)

'Prince Henry!' cried little George, opening his eyes wide with wonder, 'O, pardon me, great little prince, I am sorry that I cannot show you the bird's-nest - and could not, though you were your own Royal father, whom Heaven long preserve!'

'You are the most troublesome boy I ever saw,' said the young Prince. 'My dear tutor, what shall we do with him? what say you,

Wilson?'

So the gentleman in black velvet was his

tutor, and he in scarlet his attendant.

'Let us question the boy more closely,' said the tutor: Tell me, child, why you will not show us the nest. Tell us honestly, and, if the reason is good, we will trouble you no more.'

'May it please you,' said George, 'the honest truth is this. Thomas, the farm labourer, showed me the nest, and I promised to let no one know where it was to be found.'

The tutor was pleased at the boy's reply, but was resolved to test him still further.

'Have you a father?' he asked.

'I have, but he is old and very poor.'

'This gold piece would be a help to him,' the tutor went on, producing a gold coin, and holding it in the full light of the sun. 'Now this coin shall be yours, if you will show us the bird's-nest. We shall not touch it. Thomas need know nothing of it.'

But God would,' said George; 'Thomas would believe me true, but God would know me to be false. Please put up your gold, sir;

it makes me bad to look at it.

'Suppose, instead of putting it away, I give it to you, and that you get it changed into silver pieces, and that with all that silver mine in your cap, you go home to your father, and cry, "Dad, dear, I am as rich as a prince."'

'Don't, sir, don't,' cried George; 'I can't

bear it-please go away.'

'See, how the gold shows in the light, boy.'

"So does a serpent,' said George; 'go away, tempter.' Then he blushed scarlet as the servant's coat, and said, 'I meant no offence, sir; I was thinking of our Lord in the wilderness, when the wicked one said to him, "All these things will I give you."

'Now if that,' said Scarlet-Coat, 'is not the greatest impudence I ever heard. Let me settle it, if you please.' He then seized George by the collar, and held his whip over him

ready to strike.

'Pardon, pardon,' said George, pale and trembling.

'Show us the nest, you rascal, or——' and he cracked the whip fiercely.

'Oh, I cannot, I dare not, I will not!'

'Enough!' said the tutor; 'the boy is a good lad, and no harm shall be done to him. The Prince agrees with me, that he has stood manfully for truth and honesty, and that neither threats nor promises have been able to turn him from the right path. Come, George, ask your friend's leave to show us the nest, and divide the gold between you.'

'A thousand thanks,' cried little George, 'a thousand thousand thanks — God save the

Prince!'

George soon brought word that Thomas had very readily agreed to the bargain; so they went forth to view the nest, which was concealed under a white-thorn bush. The Prince was delighted, and the money paid to George, who joyfully shared it with Thomas.

The young Prince was so pleased with George, that he became his firm friend; and from one step to another, inch by inch, he rose up to be a wealthy, clever, and famous man.

SUBTRACTION AND NUMERATION.

- $(1) 91087 8672. \qquad (6) \quad 7000 897.$
- (2) 80041-79899. (7) 18006-9654.
- (3) 70106 62534. (8) 7782 694.
- (4) 80118-60107. (9) 83108-7912. (5) 56548-49897 (10) 88769 0084
- $(5) \ 56543 49827. \quad (10) \ 88762 9984.$

Write the above numbers in words.

LITTLE BY LITTLE.

a-corn cease-less-ly spend-ing build-ing moss-v what-ev-er im-prov-ing rear-ing treas-ured hid-den ver-dure per-haps thread-like sun-beams sim-ple ap-pear thought-ful in-sect might-y learn-ing mo-ment

'Little by little,' an acorn said,
As it slowly sank on its mossy bed;
'I am improving every day,
Hidden deep in the earth away.'
Little by little each day it grew;
Little by little it sipped the dew;
Downward it sent a threadlike root;
Up in the air sprang a tiny shoot;
Day after day, and year after year,

Little by little, the leaves appear; And the slender branches spread far and wide, Till the mighty oak is the forest's pride.

Far down in the depths of the dark blue sea An insect train work ceaselessly; Grain by grain they are building well, Each one alone in its little cell.

Moment by moment, and day by day, Never stopping to rest or play, Rocks upon rocks they are rearing high, Till the top looks up to the sunny sky. The gentle wind and the balmy air, Little by little, bring verdure there; Till the summer sunbeams gaily smile On the buds and flowers of the coral isle.

'Little by little,' said a thoughtful boy,
'Moment by moment, I'll well employ,
Learning a little every day,
And not spending all my time in play:
And still this rule in my mind shall dwell—
"Whatever I do, I'll do it well."
Little by little I'll learn to know
The treasured wisdom of long ago;
And one of these days perhaps we'll see
That the world will be the better for me.'
And do you not think that this simple plan
Made him a wise and useful man?

MULTIPLICATION AND DIVISION.

		(1)	(2)	(3)	(4)
(A)	98972 ×	972,	989,	721,	806.
1-1	OPPEA .	17	Q	2	

(B) 83654÷ 7, 8, 3, 5. (c) 78771 707, 879, 654, 312.

(D) $92543 \div 5$, 6, 7, 8

NOTATION.

Write in figures.

Seventeen million eight hundred and seven. Nine hundred and twenty-six thousand and ninety.

Eight hundred thousand one hundred and

eighty.

Three hundred million and thirty.

Fourteen thousand eight hundred and forty-four.

Sixteen million seven hundred and one thousand.

Eighty-seven thousand and eighty-seven.

WHAT MAKES TIME GO FAST.

only	sure-ly	ex-act-ly
as-sure	learn-ed	e-lev-en
stretch-ing	sew-ing	sur-pri-sed
broth-ers	en-tang-led	list-en-ed
fast-er	at-ten-tion	re-mem-ber
sea-son	em-ploy-ed	prom-is-ed
wind-ing	dif-fer-ent	skein

'Are you very busy, mother?' said Ellen. 'Could you be so good as to look at your watch once more, and tell me what o'clock it is?'

'My dear Ellen, I have looked at my watch for you four times within this hour. It is

now exactly twelve o'clock.'

'Only twelve, mother! why it seems a great deal more than an hour since you told me it was exactly eleven o'clock. It has been a very long, long hour. Don't you think so, Lucy?'

'No, indeed!' said her sister Lucy, looking up from what she was doing; 'I thought it was a very short hour; I was quite surprised when mother said it was twelve o'clock.'

'Ah, that is only because you were so busy sewing; I assure you, Lucy, that I, who have listened to the ticking of the clock in the shop all the time, must know best; it has been the longest hour I ever remember.'

'The hour, in itself, has been the same to

you and to Lucy,' said her mother; 'how comes it that one has thought it long, and the

other short?'

'I have been waiting and wishing all the time that it was one o'clock, that I might go to my brothers, and see the soap-bubbles they promised to show me. Father said they were not to begin till the clock strikes one. Oh, I have another long hour to wait,' said Ellen, stretching herself and gaping; 'another whole long hour, mother.'

'Why should it be a long hour, Ellen? It

may be long or short, just as you please.'

'Well, mother, what can I do? I cannot make your watch nor the clock down stairs go faster.'

'And is there nothing you can do to make the hour go faster?' said her mother. 'Why, you told us just now the reason that Lucy thought the last hour shorter than you did.'

'Öh, because she was so busy, I said.'
'Well, Ellen, and if you were busy!'

'But, mother, how can I be busy as Lucy is, about sewing? You know I am not old enough yet; I have never learned to sew.'

'And is there nothing that people can be busy about except sewing? I am not sewing,

and yet I am busy.'

'Suppose, mother, I were to wind that skein of red silk now, which you wished me to wind before night; perhaps that would make the hour shorter.' 'You had better try it, my dear, and then

you will know,' said her mother.

Ellen took the reel and began to wind the silk. It happened to be a skein difficult to wind; it was often entangled, and Ellen's attention was fully employed in trying to get it right. 'There, mother,' said she, laying the reel of silk on the table after she had wound the whole skein, 'I have broken it only five times; and I have not been long winding it, have I, mother?'

'Not very long, my dear, only half an

hour.'

"Half an hour! dear me! it surely cannot

be half an hour since I spoke last.'

Her mother showed Ellen her watch, and she was surprised to see that it was half-past twelve. 'This has been a very short half hour indeed, mother. You were right, having something to do does make the time seem to go fast. Now I don't much like winding silk; and I dare say that if I had been doing something I liked better, the half hour would have seemed shorter still.'

MULTIPLICATION AND DIVISION.

		(1)	(2)	(3)	(4)
(A)	76794×	762.	928.	799.	863.
P	96218-	e c	. 7	1	Q

(c) 39783×293, 719, 862, 514.

(D) $92917 \div 11$, 8, 7, 12.

SPEAK THE TRUTH.

cer-tain hab-it re-mem-ber gent-ly thous-and re-peat-ed lan-tern daugh-ter an-y-thing ur-ging o-ver-come in-du-ced ex-pect fright-en-ed ea-ger-ness vis-it a-larm-ed in-con-sist-ent be-yond in-tend-ed yes-ter-day

'Oh, mother, I am tired to death!' said Jane Mills, as she threw herself into a chair on her return from school. the second regard to

'Tired to death!' repeated her mother,

slowly.

'Yes, mother, I am almost, I mean,' she added.

'No, my daughter, not even almost,' said

Mrs. Mills.

Well, at any rate,' said Jane, 'I would not walk from here to school again for anything in the world!'

'Oh, yes, you would, my dear,' said her

mother, gently.

No, mother, I am sure I would not; I am

certain nothing would tempt me.'

'But I am nearly certain you could be induced to go, without any urging,' answered her mother.

Well, mother, try me, and see if anything

could make me willing to go.

'Suppose,' said Mrs. Mills, 'I should offer to take you to see the magic lantern this evening? I expect to visit it.'

'Do you, mother?' said Jane, with great eagerness. 'May I go? You promised to take me when you went.'

'I intended to do so,' replied her mother; 'but the place where it is to be shown is a very

long way beyond your school.'

But I am quite rested now, dear mother,' said Jane; 'I would not miss going for all the world! Why do you smile, mother?'

'To think what an inconsistent little daughter

I have.'

'What do you mean by inconsistent, mother?'

'Why, when a little girl says one minute, that she would not walk a certain distance, "for anything in the world," and in the next minute says, she "would not miss" walking still further for all the world, she is not only inconsistent, but foolish. It is a very bad

habit to talk in such a manner.

'Yesterday, when you came home from school, you said you were almost frightened out of your life; when I asked the cause of your alarm, you replied, that you had met as many as a thousand cross dogs on your way home from school. Now, my daughter, I wish you to break yourself of this bad habit. When you are tired, or hungry, or alarmed, use the simple words that express your meaning. For instance, you may be tired, or extremely tired; or you may be frightened, or greatly alarmed.

'From this time, let your lips speak the simple truth. The Bible says, "Let your yea

be yea, and your nay, nay;" and adds, that "anything more than this cometh of evil." Try to bear in mind what I have been saying, and strive to correct this sin, my dear child, said Mrs. Mills; 'and be careful to remember, that the strength to overcome this and every fault, must come from God. It is His gift; seek it from Him.'

'O, my dear mother!' replied Jane, 'I know my way of speaking is wrong, and I feel

ashamed and sorry for it.'

'Well, my dear,' added her mother, 'to feel sin and to be ashamed of it are the first steps towards forsaking it. God grant that you may be a truthful child! And now you may get ready to go with me to the magic lantern.'

ADDITION AND NUMERATION.

- (1) 70107 + 1008 + 9 + 6072 + 806.
- (2) 10008+91+865+732+80.
- (3) 120101+8+1604+92+1000.
- (4) 7629+71+8364+90008. (5) 543+300402+78+80107.
- (6) 71081 + 910624 + 18 + 7013 + 96402.
- (7) 8010 + 327654+6+768+90101.
- (8) 77074+80123+607+4+96+7832.
- (9) 10187 + 62436 + 70121 + 81326.
- (10) 71108+6+701+83+90014.
- (11) 81332+9076+4327+10189.

(12) 71213+63+982+8+100.

Write the answers in words.

THE FOX.

scarce-ly al-though col-our mis-chief ser-pents liz-ards vine-yards	trou-ble own-ers hunts-men bram-ble cru-el sup-pose man-a-ged	pos-si-ble tem-per-atc cu-ri-ous hap-pen-ed ad-mi-ring clev-er-ness
vine-yards	man-a-ged	clev-er-er

The fox is much like the wolf and the dog, but is neither so large nor so strong as these animals. He has a very large bushy tail, which people call a brush, because it would do very well to sweep a room with. He is very wild, and it is scarcely possible to tame him. He is very cunning, and knows how to take good care of himself.

Foxes are found in almost every temperate country in the world, and, although they vary sometimes in colour, their habits are much the same in all places. When they live near farm yards they do a great deal of mischief by killing the lambs, geese, and fowls. When the fox cannot get these, he eats serpents, lizards, toads, moles, frogs, rats, and mice; and when very hungry indeed will even eat roots and seeds of plants. He is very partial to grapes when he can get them, but when they are out of his reach he says they are sour and set his teeth 'on edge.' His fondness for this fruit gives the owners of vineyards in France a great deal of trouble. He likes a fish dinner now and then,

and it is said that he has a curious way of catching crabs. He lets his tail hang in the water where these shell-fish are. They get hold of it, and he drags them on shore and eats them.

'So you, Master Fox, you think you can nab. A tit-bit for your dinner, a silly young crab. So you let him bite fast on the tip of your tail, Then give him a jerk, and to catch him ne'er fail. Little crab thinks he catches the fox, I dare say; So he does, to his cost, for his life he will pay. I wish all the young, and the silly, and such, Would learn to be cautious, nor aim at too much.'

Men in this country hunt the fox for sport, and many are the tricks he uses to get away from them.

Some huntsmen and hounds once hunted a fox across a common near the sea, till they came to a steep cliff. Then they thought they should catch him; but when they came to the edge, no fox was to be seen, and so they thought he had

jumped over and been killed.

This happened several times, till at last some one watched, and saw the fox, when he came to the edge of the cliff, catch hold, with his teeth, of a bramble which grew on the edge, and swing himself over into a hole, a little way down the face of the cliff. The man who watched must have been very cruel, for, instead of admiring him for his cleverness, he made up his mind to show the fox that he was cleverer.

So one day, when the hounds were hunting, he cut off the bramble with his knife, and let it lie on the cliff just as before. Presently, up came the fox in a great hurry, laid hold of the bramble with his teeth, and swung himself over, but, instead of stopping at his hole, tumbled down to the bottom and was dashed to pieces.

So the hunters and the cruel man between them managed to kill the fox, and, I suppose, thought they had done a very fine thing.

The flesh of the fox is not good to eat, but his skin is useful, as the fur is very soft and warm.

MULTIPLICATION AND DIVISION.

(A)	76728×927 ,	826.	$^{(3)}_{434}$	572.
(B)	$69534 \div 8,$	7.	6,	
(c)	32007×828 ,	911,	802.	900.
(D)	$29736 \div 8,$	9,		7.

NOTATION. Write in figures.

Seventy thousand six hundred and eighty-nine.

Eight hundred and ninety-seven thousand and forty.

Nine million nine hundred and seventeen. Eighteen thousand seven hundred and seventy.

Ten thousand and ten.

Seventeen million seventeen thousand and seventeen.

CHARLEY AND THE FLOWERS.

flow-ers	Char-ley	peo-ple
a-round	fel-low	nev-er
sol-emn	re-vive	hea-ven-ly
branch-es	re-turn	end-less
mourn-full-y	pow-er	look-ed
thought-full-y	ev-er-y	look'd
a-midst	guards	fath-er

The birds are flown away,
The flowers are dead and gone,
The clouds look cold and grey,
Around the setting sun.

The trees with solemn sighs
Their naked branches swing;
The winter winds arise,
And mournfully they sing.

Upon his father's knee
Was Charley's happy place,
And very thoughtfully
He look'd up in his face;

And these his simple words:—
'Father, how cold it blows!
What comes of all the birds
Amidst the storms and snows?'

'They fly far, far away
From storms, and snows, and rain;
But, Charley, dear, next May
They'll all come back again.'

'And will my flowers come too,'
The little fellow said,
'And all be bright and new,
That now looks cold and dead?'

'O yes, dear; in the spring
The flowers will all revive,
The birds return and sing,
And all be made alive.'

'Who shows the birds the way, Father, that they must go? And brings them back in May, When there is no more snow?

'And when no flower is seen
Upon the hill and plain,
Who'll make it all so green,
And bring the flowers again?'

'My son, there is a Power, That none of us can see, Takes care of every flower, Gives life to every tree.

'He through the pathless air Shows little birds their way; And we, too, are His care— He guards us, day by day.'

'Father, when people die
Will they come back in May?'
(Tears were in Charley's eye),
'Will they, dear father? say.'

'No! they will never come;
We go to them, my boy,
There in our heavenly home,
To meet in endless joy.'

Upon his father's knee
Still Charley kept his place,
And very thoughtfully
He look'd up in his face.

MULTIPLICATION AND DIVISION.

(1)	65432×541	978	619	807.
	980706÷ 4,			
	50413×672		954,	
(D)			6,	

NOTATION. Write in figures.

Seventeen hundred and seven.

Ninety-six thousand three hundred and forty-five.

Four hundred and twenty-seven thousand

seven hundred and twenty.

Five hundred and sixteen thousand four hundred and twenty-five.

Eight hundred thousand. Seven million and fifty-five. Nineteen thousand and sixty. Five million and forty. Nine thousand and nine. Ten thousand and seventy. Ten thousand seven hundred.

THE THREE CAKES,

And what became of them.

board-ing sweet-meats	writ-ten	cam-o-mile
	pret-ty	an-oth-er
su-gar	sli-ly	school-fel-lows
gnaw-ed	be-hold	sev-er-al
pil-low	nib-bled	o-bli-ged
for-ced	play-ground	pres-ent-ly
but-ter	fetch-ed	to-geth-er

There was once a little boy whose name was Harry; and his parents sent him to a boarding-school. Now Harry was a clever fellow, and loved his book; and he got to be first in his class. So his mother made a nice cake for him, and sent it to the school. It was a very large one, full of plums and sweetmeats, and iced all over with sugar. When little Harry saw it, he jumped about for joy; and he did not even stay for a knife to cut a piece, but gnawed it like a little dog. So he ate till the bell rang for school, and after school he ate again, and ate till he went to bed; nay, a boy who slept in the same room, told me that he laid the cake under his pillow, and sat up in the night to eat some. So he ate till it was all gone. But soon after, this little boy was very sick and ill; and someone said, 'Harry has had a rich cake, and has eaten it all up very soon, and that has made him ill.' So they sent for Dr. Camomile, and he gave him I do not know how much bitter stuff.

Poor Harry did not like it at all, but he was forced to take it, or else he would have died.

Now there was another boy, who was one of Harry's schoolfellows; his name was Peter Careful. And Peter had written his mamma a very neat pretty letter—there was not one blot in it all. So his mother sent him a cake. Now Peter thought within himself, I will not make myself sick with this good cake, as silly Harry did; I will keep it a great while. So he took the cake upstairs. And he locked it up in his box, and once a-day he crept slily upstairs, and ate a very little piece, and then locked his box again. So he kept it several weeks, and it was not gone, for it was very large; but behold! the mice got into his box, and nibbled some. And the cake became dry and mouldy, and at last was good for nothing at all. So he was obliged to throw it away, and no one was sorry for him.

Well; there was another little boy at the same school, whose name was Billy. And one day his mother sent him a cake. So, when the cake came, Billy said to his schoolfellows, 'I have got a cake; come let us go and eat it.' So they came about him like a swarm of bees; and Billy took a slice of cake for himself, and then gave a piece to one, and a piece to another, till it was almost gone. Then Billy put the rest by, and said, 'I will eat it to-morrow. So he went to play, and the boys all played together very merrily. But presently an old blind fid-

dler came to the play-ground gate; he had a long white beard; and because he was blind, he held a little dog by a string to lead him. So he sat down on the step, and as the boys came round him, he said, 'My pretty lads, if you like I will play you a tune.' And they all left off their sport and came round him. Billy noticed, that while he played the tears ran down his cheeks. And Billy said, 'Why do you cry?' and the old man replied, 'Because I am very hungry. . I have no one to give me any dinners or suppers; I have no friend in the world, but my little dog Bob; and I am too old, and weak, and blind, to work. If I could work, I would. Then Billy went, without saying a word, and fetched the rest of his cake, which he had intended to eat another day, and said, 'Here, my friend; here is some cake for you.' And Billy put it into his hat. Then the fiddler thanked him very much, and Billy was more glad than if he had eaten ten cakes.

Which do you love most; Harry, or Peter, or Billy?

SUBTRACTION AND NUMERATION.

- $\begin{pmatrix}
 (2) & 8021 & 96. \\
 (3) & 60104 59821.
 \end{pmatrix}$ $\begin{pmatrix}
 (7) & 7642 6298. \\
 (8) & 18134 7119.
 \end{pmatrix}$

Write the above numbers in words.

THE MONKEY.

o-pen-ed	an-i-mal
self-ish	eas-i-ly
monk-ey	e-qual-ly
fel-low	im-i-tate
rig-ging	ev-er-y-thing
orch-ards	no-tic-ed
e-nough	gen-tle-man
	self-ish monk-ey fel-low rig-ging orch-ards

The monkey is a very funny fellow, and I dare say you have seen him very often. He lives wild in hot countries, where he climbs the trees, and swings from branch to branch in fine style. His feet are like hands, and he can use them very nimbly. Sometimes he makes good use of his tail too, for he can twist it round the branch of a tree, and swing by it; or he can pick up fruit from the ground with it. His face is more like a man's than any other animal's is, and he can walk upright on his hind legs very easily. He does not live alone, but with a lot of other monkeys, who rob the gardens, orchards, and cornfields, when they cannot find enough fruit in the woods.

When they want to plunder an orchard, they go at night and stand in a line; the first being in the orchard and the last in the wood. Then monkey number one plucks the fruit as fast as he can, and passes it to monkey number two. Monkey number two passes it to monkey number three. Monkey number three passes it to monkey number four, and so on till it gets to

the last. He makes a heap of all he gets, and when they have got enough, they divide it equally. But they are very careful lest they should be caught, so they always have two or three sharp old fellows on the high trees near, looking out for danger. If they see any one coming, they give the alarm to the others, and every one scampers off as fast as he can. Do n't

you call that clever?

In some of the countries where monkeys live, cocoa-nut trees grow. Now these trees are high, and very hard to climb; so the men cannot easily get at them. What do you think they do? Why, they pelt the monkeys in the trees with stones. This the monkeys do n't like at all, so they pluck off the cocoa-nuts, and throw them at the men, as hard and as fast as they can. Of course the men have to take care they do not get struck, for it would not be at all pleasant to get a rap on the head with one of them. When the monkeys have thrown down as many as the men want, they pick them up and carry them home.

Monkeys imitate almost everything they see people do, and sometimes come to grief. Some sailors once caught a young one, and brought him away in their ship. He soon became very tame, and used to run about the deck, and into the rigging, and play all sorts of tricks. One day he saw the men fire off a large gun, and, I suppose, noticed the flash and the smoke come out. Next day he thought he would like to

do the same pretty trick. So when all the sailors were out of sight, he put a lighted fuse to one of the guns, and went to the muzzle to see where the flash, and smoke, and noise came from. Bang! went the gun, and poor monkey

was blown to pieces.

One day a gentleman, who kept a cat and a monkey in his house, heard the cat crying very much, as if in pain. So he opened the door of a room where the sound came from, and there he saw the monkey roasting chesnuts, and using the cat's paw to pull them out of the fire with, when they were done. No wonder pussy cried, for her paw was burnt very much, and she could not get away from the selfish monkey.

MULTIPLICATION AND DIVISION.

		the second secon	
	85763×762 014	(3)	(4)
(A)	85763×763 , 914 ,	407	629
2		TU!	Ue)Zi.

(B) $94882 \div 9$, 8, 7, 6.

(c) 70908×842 , 279, 678, 936. (d) $10769 \div$ 7, 11, 12, 6.

NOTATION. Write in figures.

Seven million seven hundred and seventy.

Nineteen thousand and one.

Eight hundred and twenty-six thousand and seven.

Nine hundred and sixteen.

Eighteen million eight hundred and one.

Ninety thousand.

One hundred million seven hundred.

FAITHFUL ANNIE.

par-cel col-um-bines vi-o-lets qua-kers cow-slip mead-ow mo-ping	moan-ing te-di-ous tempt-ed de-ceive plea-sure feath-er-y weath-er	beau-ti-ful pa-tient pris-on-ed pris-on'd tread-ing watch-ing fresh-en-ing
--	--	--

'Why do you sit in the dull house, Annie? See what a parcel of flowers I've found: Columbines, violets, snow-drops, quakers, And cowslips that grow in the meadow-ground. The boys are flying their kites, or playing, As merry as crickets, at bat and ball; The girls are playing at 'jars of honey,' But you, you are moping away from all.'

'I must stay here in the house,' said Annie,
'Till mother comes back from her work to-night;
Your voices sound through this open window,
And I see from here the skies are bright.
I wish that I were out playing with you,
I wish I were one of the "honey jars."
I wish—but I might as well be wishing
To play some game with the moon and stars.

'For here in the bed poor Jennie lies moaning, And no friend or kin in the world has she; So mother, says "Our Father in heaven" Has given the care of poor Jennie to me. All day, dear mother is out at washing, To earn our rent and clothes and food;

So I can't go play at "jars of honey," Or find sweet flowers, or hide in the wood.' 'Come! your mother is a mile from the village. And no one will tell her,' said Lizzie May; 'And as to Jane, she never will miss you, If you take but an hour from this tedious day.' 'Though I very often feel tempted,' said Annie, 'I cast the wrong thoughts away from my mind; And, Lizzie, I could not deceive my mother, For neither pleasure nor peace should I find. 'I have often thought of running, Lizzie, And have put on my bonnet and tied the string, Of running up the hill by the river, Like a bird that flies with feathery wing; But then I thought poor Jennie might suffer For a cup of water while I was gone, Or would ask about the time or weather, And, getting no answer, would feel forlorn. And often when I'm tired and longing To steal away to the beautiful wood, I think how glad it will make the Saviour To see me sitting here patient and good. I think were He to enter this chamber, As He entered the house of Galilee, How I should wish Him to smile with pleasure, And say, "Well done, faithful child!" unto me. And there she sat in the soft spring weather, Prison'd from treading the freshening earth: Only ten years had the seasons number'd Since the good watching angel recorded her birth.

Not as the rich grow to care and to pleasure, She grows but to labour, hard to endure; But Christ, who lovingly blessed little children, Blesses them still both rich and poor.

ALL HAVE A WORK TO DO.

'Stop, little stream, and tell me why Thou 'rt running on so fast, For ever gliding swiftly by, And yet thou 'rt never past.'

The little streamlet heeded not The prattling child's request, But, while it still ran swiftly on, The laughing boy address'd.

'Like Truth, I have my work to do,
My errand to fulfil;
I cool the traveller's weary lips,
And help the sea to fill.

'So, little child, your duty do
In cheerfulness all day;
And you, like me, shall then be blest
With flow'rs upon your way.'

MULTIPLICATION AND DIVISION.

(A) 78912×711 , 809, 718, 976. (B) $45607 \div$ 7. 8. 9. 12.

(B) 45607÷ 7, 8, 9, 12. (C) 50678×964, 873, 708, 931.

(D) $23190 \div 9$, 3, 5, 4.

HOW TO MAKE THE BEST OF IT.

peas-ant	squir-rels	as-cend-ed
re-turn-ing	branch-es	fer-ret-ing
de-li-cious	con-tent	pos-si-ble
sea-son-ed	neith-er	ac-quaint-ance
bar-ley	per-ceive	in-vi-ted
at-tract-ed	re-turn-ed	thin-ner
roast-ed	shriek-ed	to-mor-row

Robinet, a French peasant, after a hard day's work at the next market-town, was returning

home with a basket in his hand.

'What a delicious supper I shall have!' said he to himself. 'This piece of kid well stewed down, with my onions sliced, thickened with my meal, and seasoned with my salt and pepper, will make a meal fit for a prince. Then I have a good piece of barley-bread at home to

finish with. How I long to be at it!'

A noise in the hedge now attracted his notice, and he spied a squirrel nimbly running up a tree, and popping into a hole between the branches. 'Ha!' thought he, 'what a nice present a nest of young squirrels will be to my little master. I'll try if I can get it.' Upon this, he set down his basket in the road, and began to climb up the tree. He had half-ascended, when, casting a glance at his basket, he saw a dog with his nose in it, ferreting out the piece of meat. He made all possible haste down, but the dog was too quick for him, and ran off with the meat in his mouth. Robinet

looked after him. 'Well,' said he, 'then I must be content with soup-meagre — and no

bad thing neither.'

He walked on, and came to a little publichouse by the roadside, where an acquaintance of his was sitting on a bench drinking. invited Robinet to take a draught. Robinet seated himself by his friend, and set his basket on the bench close by him. A tame raven, which was kept at the house, came slily behind him, and, perching on the basket, stole the bag in which the meal was tied up, and hopped off with it to his hole. Robinet did not perceive the theft till he had got on his way again. He returned to search for his bag, but could hear no tidings of it. 'Well,' said he, 'my soup will be the thinner, but I will boil a slice of bread with it, and that will do some good, at least.'

He went on again, and arrived at a little brook, over which was laid a narrow plank. A young woman wanting to pass at the same time, Robinet politely offered her his hand. As soon as she got to the middle of the plank, through either fear or sport, she shrieked out, and cried that she was falling. Robinet, hastening to support her with his other hand, let his basket drop into the stream. As soon as she was safe over, he jumped in and got it again, but when he took it out, he perceived that both the salt and the pepper were washed away. Nothing was now left but the onions.

'Well,' said he, 'then I must sup to-night on roasted onions and barley-bread. Last night I had the bread alone. To-morrow morning it will not signify what I had.' So saying, he trudged on, singing as before.

A contented mind is a continual feast; and godliness with contentment is great gain.

ADDITION AND NUMERATION.

- (1) 7001+9+800656+987+18.
- (2) 109105 + 76 + 80604 + 9879.
- (3) 30003+987+27+5000.
- (4) 7171892+863+927+10008.
- (5) 1077 + 76 + 98325 + 764.
- (6) 7018 + 916 + 800132 + 8162 + 90108.
- (7) 800101+70624+1032+7183+96.
- (8) 10108+10372+96+873216+781.
- (9) 718763 + 81924 + 6713 + 968 + 8 + 76.
- (10) 870183+71426+91327+628.
- (11) 60217 + 832 + 61801 + 743 + 66.
- (12) 71863 + 94302 + 83 + 694087.
- (13) 83206 + 71837 + 81924 + 71 + 6.
- (14) 901871 + 832964 + 701 + 80362.
- (15) 710187 + 80316 + 84 + 716.

Write the above numbers in words.

WHICH IS THE BEST CHILD?

or-phans of-fer-ed	pos-si-bly qui-et-ly	E-liz-a-beth scream-ed
for-bade	for-bid-den	sur-prise
cov-er-ed	near-er	dis-o-bey-ed
al-low-ed	re-sist	for-give-ness
cu-ri-ous-ly	bil-ber-ries	a-mi-a-ble
tow-ards	Ger-trude	pro-vi-ded

Once, in a large town, four little children were left orphans. They were too young to work for themselves, and their only relatives were very poor. A rich lady, who lived in that city, and had no children of her own, offered to take one of the poor orphans and bring it up as her own child. As she wished to see which of them she would like best, she asked them all to come and spend one day with her, that she might choose from among them.

The four children—Elizabeth, Anna, Gertrude, and Paul—were taken to the lady's house. She received them very kindly, and left them in a room with many nice playthings. On the table stood a large dish of fruit. The lady told them they might eat this fruit, and amuse themselves with the playthings; but she showed them a small plate of fruit, on a high side-table, which she forbade them to touch; and she told them they were not even to look into a covered basket that stood by the window.

For a long time the children played with the toys, and ate only the fruit which they were allowed to have; but after they had looked at everything, little Anna looked curiously towards the basket in the window, and said,

'What can possibly be in it?'

'We must not open it,' said Gertrude; 'the lady has forbidden it. Come, Anna and Elizabeth, do not even look at it; come away from the place and look at these pretty books.' So saying, she took her sisters' hands, and led them gently to the other side of the room. While the sisters were busy with their books, Paul slipped quietly to the side-table, where the forbidden plate of fruit stood. He looked at it a long time, and then got a chair to see it nearer, till at last he could not resist the wish to taste it. His hand was in the dish, and some of the fruit in his mouth, before his sisters had time to stop him. It was a plate of bilberries, and his hand and mouth were soon dyed quite black with the juice.

'Oh, Paul, what have you done?' said Gertrude, sorrowfully; 'how angry the kind lady

will be with you.'

'Serve him right, too, for his greediness,' said Lizzie, in an ill-natured tone. Paul crept in a corner, and Gertrude sat down sadly beside him.

Meantime Anna had gone to look at the basket. She thought there could be no harm in taking one little peep. She gently raised the lid, when a little bird flew out, and away through the open window. She screamed with surprise.

'What has happened?' said a voice at the door, and the lady came into the room. Anna hung down her head. Gertrude stood before Paul, as if she would hide his black mouth and hands, and looked at the lady with tears in her eyes.

'You have disobeyed me,' said the lady, in a stern voice. Gertrude was silent, and looked down; but Lizzie said, as she drew Paul out of his corner, 'This is the bad child. Look at his dirty mouth and hand. And it was Anna who opened the basket; but I have been good.'

'You have been obedient, but you are not amiable,' said the lady, 'or you would not have told of your sister and brother. But Gertrude is both obedient and amiable. I see her imploring look pleading for forgiveness for others. She is loving and lovable, so she shall be my adopted child.'

The kind lady saw that the three children were provided for among their poor friends; but Gertrude became her own child, and found a kind and loving mother, instead of the mother

she had lost.

MULTIPLICATION AND DIVISION.

		(1)	(2)	(3)	(4)
(A)	78912	× 918,	746,	813,	927.
745	DOLOH	0			11

⁽B) $93487 \div 3$, 5, 7, 9. (C) 86199×830 , 900, 806, 973.

(D)
$$17869 \div 11$$
, 4, 6, 8.

WE ARE SEVEN.

stock-ings broth-ers clus-ter-ed ker-chief sev-en won-der-ing di-ed play-ed an-swer-ed cot-tage heav-en re-liev-ed church-yard maid-en to-geth-er

I met a little cottage girl;
She was eight years old, she said;
Her hair was thick with many a curl
That cluster'd round her head.

'Sisters and brothers, little maid, How many may you be?'

'How many? Seven in all,' she said, And, wondering, look'd at me.

'And where are they? I pray you tell.'
She answered, 'Seven are we;
And two of us at Conway dwell,
And two are gone to sea;

'Two of us in the churchyard lie;
My sister and my brother;
And in the churchyard cottage, I
Dwell near them with my mother.'

'You say that two at Conway dwell,
And two are gone to sea,
Yet ye are seven! I pray you tell,
Sweet maid, how this may be.'

Then did the little maid reply,
'Seven boys and girls are we;
Two of us in the churchyard lie,
Beneath the churchyard tree.'

'You run about, my little maid, Your limbs they are alive; If two are in the churchyard laid, Then ye are only five.'

'Their graves are green, they may be seen,' The little maid replied;

'Twelve steps or more from mother's door, And they are side by side.

'My stockings there I often knit, My kerchief there I hem; And there upon the ground I sit — I sit and sing to them.

'The first that died was little Jane; In bed she moaning lay, Till God relieved her of her pain; And then she went away.

'So in the churchyard she was laid;
And when the grass was dry,
Together round her grave we played,
My brother John and I.

'And when the ground was white with snow, And I could run and slide, My brother John was forced to go, And he lies by her side.'

'How many are you, then,' said I,
'If they two are in heaven?'
The little maiden did reply,
'O, Master! We are seven.'

'But they are dead; those two are dead!
Their spirits are in heaven.'
'Twas throwing words away; for still
The little maid would have her will,
And said, 'Nay, we are seven!'

THOSE EVENING BELLS.

Those evening bells, those evening bells, How many a tale their music tells Of youth and home, and that sweet time When last I heard their soothing chime.

Those joyous hours are past away, And many a heart that then was gay Within the tomb now darkly dwells, And hears no more those evening bells.

And so 'twill be when I am gone, That tuneful peal will still ring on; While other bards shall walk these dells, And sing your praise, sweet evening bells.

MULTIPLICATION AND DIVISION.

	(1)	(2)	(3)	(4)
(A)	7102143×361 ,	482,	376,	198.

(B) 8731467÷ 9, 11, 8, 12. (c) 9398762×728, 904, 600, 309.

(D) $8721008 \div 7$, 11, 6, 9.

THE LITTLE PHILOSOPHER.

ap-proach wa-ter dis-mount-ing weath-er Sun-days neigh-bour-ing rath-er tur-nips gal-lop-ed Christ-mas e-nough fol-low-ed test-a-ment ad-mi-red hun-gry play-things con-tent-ed coun-ten-ance em-ploy-ment clev-er-ly er-rands

Mr. L. was one morning riding by himself, when, dismounting to gather a plant in the hedge, his horse got loose, and galloped away before him. He followed, calling the horse by its name: it stopped, but on his approach set off again. At length, a little boy in a neighbouring field, seeing the affair, ran across where the road made a turn, and getting before the horse, took him by the bridle, and held him till the owner came up. Mr. L. looked at the boy and admired his ruddy cheerful countenance. 'Thank you, my boy,' said he; 'you have caught my horse very cleverly. What shall I give you for your trouble?'

'I want nothing, sir; thank you,' said the

boy.

Mr. L. Don't you? So much the better for you. Few men can say as much. But what were you doing in the field?

Boy. I was rooting up weeds, and tending

the sheep that feed on the turnips, sir.

Mr. L. And do you like this employment? Boy. Yes, very well, this fine weather.

Mr. L. But would you not rather play? Boy. This is not hard work, sir; it is almost as good as play.

Mr. L. Who set you to work?

Boy. My father, sir.

Mr. L. Where does he live?

Boy. Just by, among the trees, there.

Mr. L. What is his name? Boy. Thomas Hurdle, sir.

Mr. L. And what is yours?

Boy. Peter, sir.

Mr. L. How old are you?

Boy. I shall be ten at Christmas, sir.

Mr. L. How long have you been out in this field?

Boy. Ever since six in the morning. Mr. L. And are you not hungry?

Boy. Yes, sir, but I shall go to my dinner soon.

Mr. L. If you had sixpence now, what would you do with it?

Boy. I don't know, sir; I never had so much

in my life.

Mr. L. Have you no playthings? Boy. Playthings, sir? what are those?

Mr. L. Such as balls, nine-pins, marbles,

tops, and wooden horses.

Boy. No, sir, but our Tom makes footballs to kick in the cold weather, and we set traps for the rats and mice; and then I have a jumping pole, and a pair of stilts to walk through the dirt with; and I had a hoop, but it is broken.

Mr. L. And do you want nothing else?

Boy. No, sir; I have hardly time for those; for I always ride the horses to the field, and bring up the cows, and run to the town on errands; and that's as good as play, you know.

Mr. L. Well, but you could buy apples or gingerbread at the town, I suppose, if you had

money?

Boy. O, I can get apples at home; and as for gingerbread, I do n't care for it much, for my mother gives me a pie now and then, and that 's as good.

Mr. L. Would you not like a knife to cut

sticks with?

Boy. I have one—here it is—brother Tom gave it me.

Mr. L. Your shoes are full of holes; do n't vou want a better pair?

Boy. I have a better pair for Sundays.

Mr. L. But these let in water. Boy. O, I do n't care for that. Mr. L. Your hat is all torn, too.

Boy. I have a better one at home, but I had as soon have none at all, for it hurts my head.

Mr. L. What do you do when it rains?

Boy. If it rains very hard I get under the hedge till it is over.

Mr. L. What do you do when you are hun-

gry before it is time to go home?

Boy. I sometimes eat a raw turnip, sir.

Mr. L. But if there are none?

Boy. Then I do as well as I can; I work on and never think of it.

Mr. L. Are you not dry sometimes, this hot weather?

Boy. Yes, but there is water enough.

Mr. L. Why, my little fellow, you are quite a philosopher.

Boy. Sir?

Mr. L. I say you are a philosopher; but I am sure you do n't know what that means.

Boy. No, sir. No harm, I hope.

Mr. L. No, no! (laughing.) Well, my boy you seem to want nothing at all, so I shall not give you money to make you want anything. But were you ever at school?

Boy. No sir; but father says I shall go after

harvest.

Mr. L. You will want books then.

Boy. Yes, sir; each boy has a spelling-book,

a slate, and a testament.

Mr. L. Well then, I will give them to you —tell your father so, and that it is because I think you a good contented little boy: so now go to your sheep again.

Boy. I will, sir. Thank you.

Mr. L. Good-bye, Peter.

Boy. Good-bye, sir.

DIVISION.

(2) (3) (4) (5) (6) (1)

(A) 6714832÷12, 11, 9, 8, 7, 10, 5. (B) 1823927÷ 2, 3, 4, 5, 6, 7, 8.

JACKY AND PET.

de-stroy-ing ex-act-ly in-stru-ment know-ing un-der-stand prac-tis-ing beau-ti-ful learn-ed mus-cles pic-tures stud-i-ed thought-less con-tri-vance mu-si-cal dis-pleas-ed

A boy was just starting out to the woods birds-nesting, when his uncle said to him,

'When you make a little ship, and rig it, should you like to have a boy come and smash it up, just for the pleasure of destroying it? No. How hurt and angry you would be!'

'Yes, indeed; a boy has no right to use my

things so.'

'That is true. Well, have you any right to

go to the woods and kill God's birds?

'Did you ever think how much work there is in the making of a bird? We have two, Jacky and Pet, and they fly out of the cage, and perch on Lucy's hand, and cock their little heads with such a wise and knowing look. Why, their little bright eyes paint the most beautiful pictures you ever saw.'

'Paint pictures!'

'Yes; when the bird looks at you, there is a contrivance in his eye that paints on the back of it every line and colour of your face; it is very small, but it is exactly like you. Learned men have studied the reason, and when you are older, you can learn more about it.'

'And then the birdie is about the finest

nusical box I ever heard.'

'Musical box!'

'Yes. In his throat there is a soft, sweet, musical instrument, which fits into his throat so nicely, that he can eat, breathe, and twist his neck without the least trouble.'

"What is it made of?"

'Little springy rings, which he can make larger or smaller, according to the notes of his

song.

- 'Then birdie's bones and joints are made with as much care as if God spent much thought upon them: they can hop, and fly, and spring, without getting out of joint, or costing birdie one moment's care.
 - 'Birds, too, have a mill inside them.'

'A mill!'

'Yes, a little stomach like a mill, where they grind their corn, and turn it into blood. They have also nerves.'

'What are nerves?'

'Nerves are what you feel with. They come from a large nerve that runs from your brain down through your back bone. This big nerve is called the spinal marrow. All along, pairs of little nerves branch out from it, branching out again and again, until they cover your body like a fine net-work, so that you cannot pinch yourself anywhere without touching a nerve. With the nerves in your mouth you taste; with the nerves in your ear you hear; with the nerves in your nose you smell; with the nerves of your eyes you see;

and the nerves that cover your body you feel with. The birdies are all provided with nerves

as much as you are.

'And then their little bodies are full of muscles, stretching, and pulling, and drawing up, in use pretty much all the time, without wearing out or going wrong in any way.'

'I fancy Jacky and Pet don't know what

God has done for them.'

'The poor little birds cannot know with how much care and beauty God has made them, how He guards their little bodies from pain and suffering. Don't you suppose that God loves His little birds? And what do you suppose He thinks of boys who go into the woods and fields, with hundreds of happy birds hopping about, and singing in the warm sunshine and the quiet shade, and take pleasure in killing them?'

'I never thought before,' said the little boy,

'that God set such store by the birds.'

'I am sure it is often because boys do not think, that they act unkindly. Remember, therefore, that God has made the birds as well as you, and that He cares for them as well as for you.'

MULTIPLICATION AND DIVISION.

(A) $62189416 \times \begin{array}{cccc} (1) & (2) & (3) & (4) \\ 79, & 831, & 924, & 678. \end{array}$

(B) 31762891×834 , 962, 718, 835. (C) $27681423 \div 7$, 8, 9, 6.

(D) 30800197 11, 12, 10, 9,

FAITH IN GOD.

mod-est	quick-ly	lis-ten-ing
shil-lings	flect-ing	an-swer-ed
tast-ed	wid-ow	wa-ter
pierc-ing	$\operatorname{eld-est}$	tast-ed
cheer-less	gen-tle	wretch-ed
search-ed	lis-ten	paus-ed

I knew a widow very poor,
Who four small children had:
The eldest was but six years old,
A gentle, modest lad.

And very hard this widow toiled To feed her children four;
A noble heart the mother had,
Though she was very poor.

To labour, she would leave her home,
For children must be fed;
And glad was she when she could buy
A shilling's worth of bread.

And this was all the children had On any day to eat; They drank their water, ate their bread, But never tasted meat.

One day when snow was falling fast, And piercing was the air, I thought that I would go and see How these poor children were. Ere long I reached their cheerless home—
'Twas searched by every breeze—
When going in, the eldest child
I saw upon his knees.

I paused to listen to the boy;
He never raised his head,
But still went on, and said, 'Give us
This day our daily bread.'

I waited till the child had done, Still listening as he prayed; And when he rose, I asked him why That prayer he then had said.

'Why, sir,' said he, 'this morning when My mother went away, She wept, because she said she had No bread for us to-day.

'She said we children now must starve, Our father being dead; And then I told her not to cry, For I could get some bread.

"Our Father," sir, the prayer begins,
Which made me think that He,
As we have no kind father here,
Would our kind Father be.

'And then you know, sir, that the prayer
Asks God for bread each day;
So in the corner, sir, I went,
And that's what made me pray.'
III.

I quickly left that wretched room, And went with fleeting feet, And very soon was back again With food for them to eat.

'I thought God heard me,' said the boy. I answered with a nod;

I could not speak, but much I thought Of that boy's faith in God.

MULTIPLICATION AND DIVISION.

	(1)	(2) (3)	(4)	(5)
11	7142836×736	218 904	832	671
121	1 I TAUGU A 1 OU	2209 00 29	0029	0

(B) 8302716 × 371, 864, 998, 768, 345.

(c) 9764832×921 , 832, 764, 909, 876.

(D) 3652718×644 , 698, 763, 872, 905.

(E) $9214681 \div 7$, 8, 9, 6, 3.

(F) 7654123 - 5, 7, 11, 9, 12.

(a) $7083625 \div 10$, 8, 7, 6, 4

(H) $8217921 \div 11$, 12, 9, 10, 8

ADDITION AND SUBTRACTION.

1(76+892+8391) = (748+396+7).

2(8346+19+918) - (821+9+863).

3(741+9082+6) - (7,174+623+97).

4 (8234+7621+9) - (8342+763+8).

5(70108+924+6)-(7891+802+63).

6 (82413+761342) - (8342+76+819).

Write the above numbers in words.

THE DEATH OF THE POLAR BEAR.

hap-pen-ed ex-pe-di-tion de-si-ring lev-ell-ed miss-ed de-ter-min-ed some-what prep-a-ra-tion dis-o-bey cut-lass-es com-rades con-duct flay-ed pur-suit oc-ca-sion Am-ster-dam ad-ven-tu-rer char-ac-ter cou-rage at-tack-ing dis-pers-ed

The first story on record of a fight with a white bear, happened nearly three hundred years ago, in the year 1595. It is thus related

by the old traveller Barentz:—

The purser, 'stepping somewhat farther forward, and seeing the bear to be within the length of a shot, presently levelled his piece, and, discharging it at the bear, shot her in the head, between both her eyes; and yet she held the man still fast by the neck, and lifted up her head with the man in her mouth, but she began somewhat to stagger; upon which the purser and a Scotchman drew out their cutlasses, and struck at her so hard that their cutlasses broke, and yet she would not leave the At last William Geysen went to them, and with all his might struck the bear upon the snout with his piece, at which time the bear fell to the ground, making a great noise, and William Geysen, leaping upon her, cut her The 7th of September we buried the throat. dead bodies of our men in the States Island, and having flayed the bear, carried her skin to Amsterdam.

From the time of this first battle, our sailors have had many a fight with the white bear; and perhaps such battles may have helped to try their courage, and prepare them for a battle with other enemies. The first battles of our brave Nelson were fought with the bear, and were a preparation for his future battles with the French.

Young Nelson's first expeditions were to the icy seas. One night he was missed from his ship, having set off with one of his comrades in pursuit of a bear. Between three and four in the morning, the two bold adventurers were seen far from the ship, attacking a very large one. In vain the signal was made desiring them to return. Nelson was determined to have a blow at the bear. The captain, seeing his danger, fired a gun, and the boy did not dare to disobey this signal to come back.

The captain reproved him sternly for his conduct, and asked him what could have made

him set off in that manner.

'Sir,' said he, pouting his lip, 'I wished to kill a bear, that I might carry the skin to my father.'

This story shows both the boy's daring cha-

racter, and his love for his father.

MULTIPLICATION AND DIVISION. (A) 7689496×84 , 96, 801, 967, 482.

(B) 7568987÷ 9, 8, 7, 4, 6. (C) 9740021×767, 868, 791, 456, 672. (D) 3898947÷ 8, 7, 6, 9, 11.

Write the answers in words.

EXERCISES

FOR

TRANSCRIPTION AND DICTATION ON WORDS WITH THE SAME SOUNDS BUT OF DIFFERENT MEANINGS.

TO-TOO-TWO.

The distance from London to Manchester is too great to walk, for it is more than two hundred miles.

Two men went to remove the goods from a house; but they could not carry them all at

once, as the weight was too great.

The wise man tells us to do these two things; namely, to write injuries in dust, and benefits in marble; but men, too often, do the opposite.

Too many of us direct our thoughts to the failings of others, instead of giving all our at-

tention to correcting our own.

John and James, two friends, started to travel by the railway to London; but they arrived too late for the train, and had to wait until the next day.

BE-BEE.

Let me be busy as the bee, and not idle and mischievous like the wasp.

How doth the little busy bee Improve each shining hour, And gather honey all the day From every opening flower! In works of labour or of skill, I would be busy too; For Satan finds some mischief still For idle hands to do.

SEE-SEA.

If we wish to see other countries we must cross the sea.

If you look on the map, you will see that the east of England is bounded by the German Ocean or North Sea.

The district over which a bishop presides is called his see.

Can you see that ship far out on the sea? There are many clergy under the bishop in his see.

WHETHER-WEATHER-WETHER.

Look out and see whether the weather is fine enough for us to walk by the sea.

The sheep, whether it be a wether or a ewe, has to stay out in the meadow in all weathers.

I would ask you whether you prefer hot or cold weather?

The best thing is to be contented, and then, whether the weather be hot or cold, we shall be satisfied.

The butcher bought eight sheep, all wethers, and as the weather was hot, his man asked him whether or not he should kill them all.

THERE-THEIR.

There are two ways of doing things, a right way and a wrong way; their plan is the wiser who choose the right.

In Manchester there are large quantities of cotton goods made. You can go there by the railway. The working people obtain their living chiefly by working in the cotton mills.

Lapland is a very cold country. The people there are very fond of reading in the long winter nights. The reindeer is the most useful animal they have. From it they obtain a chief part of their food and clothing.

GREAT-GRATE.

A little boy was left in a room with a great fire in the grate. He took the poker and put it in the fire. It fell out from the grate and burned a great hole in the carpet.

Ironmongers make great profits. They sell

grates of all sizes.

When you leave the room with a fire in it, you should put a guard on the grate; or a piece of hot coal may fly out and set the place on fire, causing great damage.

A man who receives a great kindness and does not feel thankful is an ungrateful man.

A little boy burned his hand by putting it on the hot grate; the burn made a great wound which his mother bound up. This eased the pain, and he felt grateful to his mother.

SUM-SOME.

If you do your sums carefully you will improve. To overcome some hard sums you require the help of your teacher; but others need only attention and thought to enable you to do them by yourself.

In some countries gold is found in the earth in great quantities. The people who go to dig for it are called gold-diggers. They often find gold which they can sell for a very large

sum of money.

If you have *some* gold you cannot say you have a *sum* of money, as it is not money until it is coined; but you have what is worth a *sum* of money.

Can you do a sum in multiplication or addition? Would you prefer some apples or some

pears?

THE DAYS OF THE MONTHS.

Thirty days have September, April, June, and November, February twenty-eight alone; All the rest have thirty-one, Except in leap-year, at this time February's days are twenty-nine.

MULTIPLICATION TABLE. twice 2 are 4 3 times 2 — 6 4 — 2 — 8 5 — 2 — 10 6 — 2 — 12 7 — 2 — 14 8 — 2 — 16 9 — 2 — 18 10 — 2 — 20 11 — 2 — 22 12 — 2	DIVISION TABLE. 2 in 4 go twice 2 — 6 — 3 times 2 — 8 — 4 — 2 — 10 — 5 — 2 — 12 — 6 — 2 — 14 — 7 — 2 — 16 — 8 — 2 — 18 — 9 — 2 — 20 — 10 — 2 — 22 — 11 — 2 — 24 — 12 —
twice 3 are 6 $3 \text{ times } 3 = 9$ $4 = 3 = 12$ $5 = 3 = 15$ $6 = 3 = 18$ $7 = 3 = 21$ $8 = 3 = 24$ $9 = 3 = 27$ $10 = 3 = 30$ $11 = 3 = 33$ $12 = 3 = 36$	3 in 6 go twice 3 — 9 — 3 times 3 — 12 — 4 — 3 — 15 — 5 — 3 — 18 — 6 — 3 — 21 — 7 — 3 — 24 — 8 — 3 — 27 — 9 — 3 — 30 — 10 — 3 — 33 — 11 — 3 — 36 — 12 —
twice 4 are 8 $3 \text{ times } 4 - 12$ $4 - 4 - 16$ $5 - 4 - 20$ $6 - 4 - 24$ $7 - 4 - 28$ $8 - 4 - 32$ $9 - 4 - 36$ $10 - 4 - 40$ • 11 - 4 - 44 12 - 4 - 48	4 in 8 go twice 4 — 12 — 3 times 4 — 16 — 4 — 4 — 20 — 5 — 4 — 24 — 6 — 4 — 28 — 7 — 4 — 32 — 8 — 4 — 35 — 9 — 4 — 40 — 10 — 4 — 44 — 11 — 4 — 48 — 12 —

MULTIPLICATION TABLE	
	TOTOI TABLE.
twice 5 are 10	5 in 10 go twice
3 times 5 - 15	5-15-3 times
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	15-20-4
5 - 5 - 25	5 — 25 — 5 —
$\frac{6}{}$ - 5 - 30	5 — 30 — 6 —
7 - 5 - 35	5 — 35 — 7 —
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	5-40-8-
9 - 5 - 45	1 5 - 45 - 9 -
10 - 5 - 50	$5 - \hat{50} - 10$
11 - 5 - 55	5 - 55 - 11
12 - 5 - 60	5 - 60 - 12
twice 6 are 12	6 in 12 go twice
$\frac{3 \text{ times } 6}{1}$	0-18-3 times
$\frac{4}{5} - \frac{6}{6} - \frac{24}{24}$	6-24-4
5 - 6 - 30	6 — 30 — 5 —
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	6 - 36 - 6 -
	6 — 42 — 7 —
$\frac{8}{9} - 6 - \frac{12}{48}$	6-48-8-
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	6 — 54 — 9 —
10 - 6 - 60	6 — 60 — 10 —
11 - 6 - 66	6 - 66 - 11
12 - 6 - 72	6 - 72 - 12 -
twice 7 are 14	
3 times 7 — 21	7 in 14 go twice
4 - 7 - 28	7-21-3 times
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	7 — 28 — 4 —
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	7 - 35 - 5 -
$7 - 7 - 42 \ \ \ \ \ \ \ \ \ \ \ \ \ $	7 - 42 - 6 -
8 - 7 - 56	7 — 49 — 7 —
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	7-56-8-
10 = 7 = 70	7 — 63 — 9 —
10 - 7 - 70 11 - 7 - 77	$\frac{7}{2} - \frac{70}{10} - 10$ —
$\frac{11}{12} - \frac{7}{7} - \frac{77}{84}$	$7 \div 77 \div 11 - \bullet$
1 - 84	7-84-12

MULTIPLICATION TABLE	DIVISION TABLE.
twice 8 are 16	8 in 16 go twice
3 times 8 — 24	8-24-3 times
4 — 8 — 32	8 — 32 — 4 —
5 — 8 — 40	8 — 40 — 5 —
6 — 8 — 48	8-48-6-
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{vmatrix} 8 - 48 - 6 - 8 - 56 - 7 - 48 - 6 - 7 - 7$
8 — 8 — 64	8-64-8-
9 - 8 - 72	18 - 72 - 9
10 - 8 - 80	8 - 80 - 10 -
11 - 8 - 88	8 — 88 — 11 —
12 - 8 - 96	8 - 96 - 12 -
twice 9 are 18	9 in 18 go twice
3 times 9 — 27	9 - 27 - 3 times
4 - 9 - 36	9 - 36 - 4 -
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	9 - 45 - 5 -
6 — 9 — 54	9 - 54 - 6 -
7 - 9 - 63	9 - 63 - 7 -
8 - 9 - 72	9 - 72 - 8 -
9 — 9 — 81	9 - 81 - 9 -
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	9 — 90 — 10 —
11 — 9 — 99	$\left \begin{array}{cccccccccccccccccccccccccccccccccccc$
$1\overline{2} - 9 - 108$	9 - 108 - 12 —
twice 10 are 20	10 in 20 go twice
3 times 10 — 30	10 - 30 - 3 times
4 — 10 — 40	10 - 40 - 4 -
5 — 10 — 50	10 - 50 - 5 -
6 - 10 - 60	10 — 60 — 6 —
7 - 10 - 70	10 — 70 — 7 —
8 - 10 - 80	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$
9 - 10 - 90	10 - 90 - 9 -
10 — 10 — 100	10 - 100 - 10 -
11 - 10 - 110	
12 - 10 - 120	10 - 190 - 19